

## **TERMS AND CONDITIONS**

### **1. Introduction**

1.1 This website can be accessed at [www.textrader.co.za](http://www.textrader.co.za), and is owned and operated by KJ Corporations (PTY) Ltd.

1.2 These Terms and Conditions are binding and enforceable against every person that accesses or uses [www.textrader.co.za](http://www.textrader.co.za), including without limitation each user who registers as a member as contemplated below.

1.3 By accessing [www.textrader.co.za](http://www.textrader.co.za) you are agreeing to the following terms and conditions. However, should you not agree to these terms, or any future update or change thereto, you should not make use of our services.

1.4 These Terms and Conditions form the entire agreement between you and KJ Corporations (PTY) Ltd, superseding any previous agreements.

1.5 These terms are effective immediately.

1.6 KJ Corporations (PTY) Ltd may amend these Terms and Conditions at any time by posting the updated terms on [www.textrader.co.za](http://www.textrader.co.za). The amended terms take effect when you access [www.textrader.co.za](http://www.textrader.co.za) or after 30 days, whichever is sooner. If you do not agree with the updated terms, you cannot continue your membership.

### **2. Registration and use of the website**

2.1 If a person agrees to these Terms and Conditions, they may register to be a member.

2.2 Only registered members may buy and sell notes on [www.textrader.co.za](http://www.textrader.co.za).

2.3 When registering as a member, you must provide us with accurate, complete and up-to-date registration information, as requested. This includes a unique username and password.

2.4 You will need to use your unique username and password every time you access [www.textrader.co.za](http://www.textrader.co.za).

2.5 For security purposes you agree to enter the correct username and password, failing which you will be denied access.

2.6 KJ Corporations (PTY) Ltd reserves the right at our discretion to refuse a user's registration or restrict a user's usage of the site either temporarily or permanently.

2.6 You must ensure the security and confidentiality of your membership details, including any username and/or password assigned to you and must not permit your membership details to be used by or transferred to any other person.

2.7 It is your responsibility to inform us of any changes to your registration information. We will treat your personal information strictly in accordance with our Privacy Policy.

2.8. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable.

2.9 You agree to notify KJ Corporations (PTY) Ltd immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

2.10. By using the [www.textrader.co.za](http://www.textrader.co.za) you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use [www.textrader](http://www.textrader.co.za) only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

2.11. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of [www.textrader.co.za](http://www.textrader.co.za). In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the [www.textrader.co.za](http://www.textrader.co.za) or the information contained herein, without the prior written consent from KJ Corporations (PTY) Ltd .

2.12. You may not use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

### **3. Selling Notes**

3.1 Only Members are able to submit and sell notes.

3.2 As a condition of your use as a seller, you agree that we reserve the right for any or no reason, at our discretion to refuse or delete or take-down content that (or any part thereof) we believe is breaching our terms.

3.3 you agree that you will not: i. violate any applicable laws including their regulations and guidelines; ii. violate any applicable posting rules; iii. post information that is unclear, inaccurate, incomplete, ambiguous; iv. copy, modify, or distribute any other person's content without their consent; v. infringe any third-party right; vi. distribute viruses or any other technologies that may harm KJ Corporations (PTY) Ltd or the interests or property of our users;

3.4 The parties agree that [www.textrader.co.za](http://www.textrader.co.za) is a platform to which users can upload content consider and purchase content. KJ Corporations (PTY) Ltd will not be liable. KJ Corporations (PTY) Ltd is not responsible and does not verify the validity or intellectual property proprietary of the content and will not accept liability for any alleged infringement past, present or future. You are solely responsible for all information that you submit and any consequences that may result from your post.

3.5 Any content which is owned by Stellenbosch University (hereafter referred to as SU) and of which SU is the copyright or other intellectual property owner, may not be uploaded onto [www.textrader.co.za](http://www.textrader.co.za), unless written permission has been obtained from the head of the Copyright and Trade Marks at SU.

3.6 Any intellectual property in any content may not be uploaded unless written permission is been obtained from the third party. The entire obligation in this regard rests upon the member.

#### **4. Buying Notes**

4.1 Only members are able to buy notes.

4.2 As a condition of your use as a buyer, you agree that:

i. You will not hold KJ Corporations (PTY) Ltd responsible for the conduct of anyone else who uses [www.textrader.co.za](http://www.textrader.co.za), whether a member or not, or any notes that person sells or offers for sale on the [www.textrader.co.za](http://www.textrader.co.za); ii. KJ Corporations (PTY) Ltd does not warrant or represent the quality, authenticity or accuracy of any notes sold or offered for sale or any information on the [www.textrader.co.za](http://www.textrader.co.za); iii. KJ Corporations (PTY) Ltd is not responsible for your performance or result in any academic subject as a result of your purchase and use of any notes; and iv. you will not copy or distribute to another person any notes you have purchased; v. you cannot cancel an order once submitted. vi. You will not be refunded for any notes purchased on [www.textrader.co.za](http://www.textrader.co.za).

4.3 You also recognize and accept that we are not under any obligation to monitor any data or content which is submitted to or available on the site.

#### **5. Fees**

5.1 There are no fees for submitting notes to [www.textrader.co.za](http://www.textrader.co.za).

5.2 The seller reserves the unrestricted right to determine the price at which the notes are offered for.

5.3 Sellers agree to pay KJ Corporations (PTY) Ltd a commission fee equal to 25% of the sale price of each set of notes sold on the [www.textrader.co.za](http://www.textrader.co.za).

5.4 Sellers authorizes KJ Corporations (PTY) Ltd to collect payments from buyers each time the seller sells a set of notes, to remit these payments to the seller but to deduct from the payment an amount equal to any commission fees before remitting any payments from buyers to the seller.

5.5 Buyers will not be refunded.

5.6 The seller will not receive payment in circumstances where written permission has not been granted for the use of the intellectual property in the content so uploaded.

#### **6. Copyright**

6.1 The member shall ensure that it has written permission to use any material which is uploaded for sale on [www.textrader.co.za](http://www.textrader.co.za) which is copyrighted to any third party.

6.2 If you believe that a note offered for sale on [www.textrader.co.za](http://www.textrader.co.za) infringes or may infringe your copyright, please contact the a KJ Corporations (PTY) Ltd and we will investigate.

6.3 Upon receipt of such notification referred to in clause 6.2, KJ Corporations (PTY) Ltd may remove the offending note and cancel the Seller's Membership. KJ Corporations (PTY) Ltd may ask you to provide further information with regard to any claims of copyright infringement.

#### **7. Liability**

7.1 When you access or use the [www.textrader.co.za](http://www.textrader.co.za), you agree: i. you will not hold KJ Corporations (PTY) Ltd liable for any loss or damage suffered as a result of your use of [www.textrader.co.za](http://www.textrader.co.za), whether or not that loss or damage was caused by KJ Corporations (PTY) Ltd or another user of [www.textrader.co.za](http://www.textrader.co.za);

ii. you indemnify KJ Corporations (PTY) Ltd against any loss suffered or incurred by, and any claim made by any party, arising from or in connection with your use of [www.textrader.co.za](http://www.textrader.co.za) or your breach of these Terms and Conditions; iii. you will not use [www.textrader.co.za](http://www.textrader.co.za) to infringe the intellectual property rights of another person and you will not hold KJ Corporations (PTY) Ltd liable for any infringement of your intellectual property rights; iv. you unconditionally release KJ Corporations (PTY) Ltd from any liability or obligation relating to or in connection with any dispute you have with another user of [www.textrader.co.za](http://www.textrader.co.za) v. KJ Corporations (PTY) Ltd does not guarantee continuous, error-free access to [www.textrader.co.za](http://www.textrader.co.za) and cannot be held liable for errors that arise.

## **8. Availability and termination**

8.1 We will use reasonable endeavours to maintain the availability of the [www.textrader.co.za](http://www.textrader.co.za), except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

8.2 KJ Corporations (PTY) Ltd may in its sole discretion terminate, suspend and modify [www.textrader.co.za](http://www.textrader.co.za), with or without notice to you. You agree that KJ Corporations (PTY) Ltd will not be liable to you in the event that it chooses to suspend, modify or terminate [www.textrader.co.za](http://www.textrader.co.za) other than for processing any orders made by you prior to such time and to the extent possible.

8.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to [www.textrader.co.za](http://www.textrader.co.za) without any prejudice to any claims for damages or otherwise that we may have against you.

8.4 If you are found to have uploaded infringing copyright or other intellectual property material of which written permission has not been obtained to upload onto [www.textrader.co.za](http://www.textrader.co.za), the material will be removed off the site and your membership will be suspended.

## **9. Non-waiver**

9.1 If any provision of these Terms and Conditions are held to be invalid or unenforceable, such a provision will be severed and the remaining provisions will continue in force. Delay or failure for KJ Corporations (PTY) Ltd to enforce a provision of these Terms and Conditions or any other right does not constitute a waiver of that provision or right.

## **10. Resolution of disputes**

10.1 If a dispute arises, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

## **11. Applicable law**

11.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of [www.textrader.co.za](http://www.textrader.co.za) will

constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

11.2. In the event of any dispute arising between you and KJ Corporations (PTY) Ltd you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western

Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

11.3. Nothing in this clause or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.