

Terms & Conditions

TRAXWORX INFORMATION TECHNOLOGY SERVICES (PTY) LTD WEBSITE TERMS & CONDITIONS

IMPORTANT NOTICE - further terms and conditions such as the returns policy is displayed as a link from this website and users can access same after the item selection but before the payment cycle. This policy is also deemed to be part of these website terms and conditions.

In this document:

- TRAXWORX IT SERVICES means TRAXWORX INFORMATION TECHNOLOGY SERVICES (PTY) LTD; and Site means this website

1. USAGE

1.1 Persons using the TRAXWORX IT SERVICES website for any reason whatsoever, subject themselves to and agree to the terms and conditions of TRAXWORX IT SERVICES when accessing the website as set out below.

1.2 This website is intended to provide the user with information regarding TRAXWORX IT SERVICES, its products offered and/or services rendered.

1.3 Without derogating from the foregoing, TRAXWORX IT SERVICES hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this website, or any part thereof, provided that:

1.3.1 such content is used for information and/or business transactions with TRAXWORX IT SERVICES only; and

1.3.2 any reproduction of this the content of this web site, or portion thereof, must include the following copyright notice: © TRAXWORX IT SERVICES 2017. ALL RIGHTS RESERVED.

2. INTELLECTUAL PROPERTY RIGHTS

All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to TRAXWORX IT SERVICES, and as such, are protected from infringement by domestic and international legislation and treaties.

3. DISCLOSURES REQUIRED BY SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2002

3.1 The full name and legal status of the website owner is: Rene Bosch

3.2 The full address of the website owner is detailed hereunder.

3.3 The website address of this website is: www.trainz.co.za

3.4 Office bearers of TRAXWORX IT SERVICES: Richard Havenga and Roberto Lopez

3.5 Physical address for receipt of legal service: 22 Jannie Roux Avenue, Norkem Park Ext3, Gauteng.

3.6 Main business: INFORMATION TECHNOLOGY/SOFTWARE DEVELOPMENT.

3.7 COSTS/PAYMENT METHODS

3.7.1 Taxes: The following taxes are levied - Value-Added Tax,

3.7.2 Manner of payment: All major credit cards, Bank Transfers, Cash Deposits and PayPal.

3.7.3 Records of transactions: A record of the transaction is e-mailed to the user.

4. AGREEMENT

4.1 Ordering any items without completing the purchase cycle shall not:

4.1.1 constitute or give rise to any agreement between TRAXWORX IT SERVICES and users cannot hold TRAXWORX IT SERVICES liable if such items are not available when the purchase cycle is completed later.

4.2 An agreement between TRAXWORX IT SERVICES and a user shall only come into effect if and when a credit card authorisation is received from an issuing bank; or

4.3 TRAXWORX IT SERVICES reserves the right to refuse to accept and/or execute an order without giving any reasons therefore. TRAXWORX IT SERVICES also reserves the right to cancel orders in whole or in part in TRAXWORX IT SERVICES sole and absolute discretion.

TRAXWORX IT SERVICES shall only be liable to refund monies already paid by the user.

4.4 Time of dispatch: Users may collect the merchandise from TRAXWORX IT SERVICES, otherwise all items will be dispatched by courier or postal service as requested by the user. Courier or postal service rates are payable by the user and unless specified by the user, shipped at the users risk. Insurance costs will be payable by the user and at the applicable courier or postal service rates.

4.5 Payment security: Secure Sockets Layer and digital certificates.

4.6 Alternative dispute resolution: None

4.7 Cooling-off period: You have the right to return goods or services purchased from this site within 7 days if

such goods or services are not listed in section 42 of the Electronic Communications and Transactions Act No. 25 of 2002. This right does not extend to the following goods and/or services:

- (a) by way of an auction;
- (b) where the price for the supply of goods or services is dependent on fluctuations in the financial markets and which cannot be controlled by the supplier;
- (c) where the goods-
 - (i) are made to the consumer's specifications;
 - (ii) or clearly personalized;
 - (iii) by reason of their nature cannot be returned; or
- (d) where such merchandise is unsealed by the consumer;
- (e) where the supplier undertakes, when the transaction is concluded, to provide the purchased items on a specific date or within a specific period.

4.8 The user has the right to review, correct and cancel electronic transactions before the user effects payment and/or places an order.

4.9 The user may lodge a complaint at the Consumer Affairs Committee, as the case may be, if this site does not comply with Chapter VII of the Electronic Communications and Transactions Act and/or this agreement.

4.10 By using this website or communicating with @TRAINZ by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

5. CHANGES AND AMENDMENTS

5.1 TRAXWORX IT SERVICES expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this website without prior notice.

5.2 TRAXWORX IT SERVICES reserves the right to change and amend the prices quoted on this website without any notice.

5.3 The user undertakes to check TRAXWORX IT SERVICES frequently and to acquaint themselves with the changes and/or amendments in the information supplied on the website.

6. PRIVACY POLICY

6.1 TRAXWORX IT SERVICES protects a user's privacy.

6.2 No personal information will be disclosed to third parties without the user's permission or due process, however, TRAXWORX IT SERVICES may share personal information with business partners.

6.3 TRAXWORX IT SERVICES gathers and will be in possession of the following private and personal information of users:

6.3.1 Information provided by the user voluntarily - this information is used to provide a better service to users; and

6.3.2 Information automatically provided (e.g. cookies) - this information is gathered to better your browsing and interaction with TRAXWORX IT SERVICES. Cookies cannot harm your computer or carry viruses.

6.4 By using this website the User consents to the following:

6.4.1 TRAXWORX IT SERVICES may use your personal information to communicate with the user from time to time. Users may indicate if they do not wish to receive such communications;

6.4.2 TRAXWORX IT SERVICES may use user's information for non-personal statistical purposes;

6.4.3 TRAXWORX IT SERVICES retains the copyright in databases of personal information of users.

7. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

7.1 No information or data on this website is an offer, but merely an invitation to do business.

7.2 Merely sending a data message to this website shall conclude no agreements or its owners, valid agreements are only concluded as detail above.

7.3 Data messages, such as e-mail, are only deemed to have been received by TRAXWORX IT SERVICES once replied to and such a reply does not include an auto-reply.

8. SEARCHING TECHNOLOGY

The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site' server or copyright infringement of any data and information available from this website. Data and information may only be used in compliance with sections 1 hereof.

9. LINKS TO THIRD PARTY SITES

9.1 TRAXWORX IT SERVICES may provide links to the user only as a convenience and the inclusion of any link does not imply TRAXWORX IT SERVICES's endorsement of such sites.

9.2 Linked websites or pages are not subject to the control of TRAXWORX IT SERVICES. TRAXWORX IT SERVICES shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website

10. SECURITY OF INFORMATION

10.1 All reasonable steps will be taken to secure a user's information.

10.2 User's undertake not to divulge their username and passwords to any other person

10.3 It is expressly prohibited for any person, business, or entity to gain unauthorised access to any page on this web site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website. Any person who delivers or attempts to deliver any unauthorised, damaging, or malicious code to this website or attempts to gain unauthorised access to any page on this website shall be held criminally liable, and in the event that TRAXWORX IT SERVICES should suffer any damage or loss, civil damages will be claimed.

11. DISCLAIMER

11.1 Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, TRAXWORX IT SERVICES shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, TRAXWORX IT SERVICES makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free.

11.2 This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with TRAXWORX IT SERVICES that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software

11.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of TRAXWORX IT SERVICES and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site

11.4 All items purchased from TRAXWORX IT SERVICES are made pursuant to agreements with shipping and delivery agents and risk of loss pass from TRAXWORX IT SERVICES to such agents upon delivery of any item to such TRAXWORX IT SERVICES or its partners

11.5 Neither TRAXWORX IT SERVICES nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this website.

12. SEVERABILITY

12.1 These Terms and Conditions of Use constitute the entire agreement between TRAXWORX IT SERVICES and you, the user of this website. Any failure by TRAXWORX IT SERVICES to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

12.2 In the event that any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

13. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

If you have any questions, queries or wish to request permission to use any part of this website, please contact us at:

Street Address: 22 Jannie Roux Avenue, Norkem Park Ext3, Kempton Park, Gauteng, 1618

Postal Address: P O Box 8256, Bonaero Park, Kempton Park, Gauteng, 1622

Telephone: +27 87 822-1066