

Website Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

1. Goods Provided on the Website

Big Bug Books CC, registration number 2008/225439/23 ("BB Books") offers for sale children's educational books, teacher manuals and related goods.

2. Agreement of Sale

Placing a product in a shopping cart without completing a purchase cycle does not constitute an agreement of sale and/or constitute an order for such product.

An agreement of sale only comes into effect if and when you electronically submit a properly completed order for one or more products in your shopping cart, your order is confirmed by BB Books, and payment is received by BB Books.

3. Electronic Payments by Buyers

Payment is to be made immediately into Big Bug Book's bank account via electronic funds transfer ("EFT") and will be subject to the following rules:

- The exact amount must be paid
- The order ID and surname must be reflected in the reference section on the internet transfer
- Proof of payment must be sent to BB Books via email or fax

4. Deliveries

BB Books delivers the goods via Postnet or, in certain instances, via the South African Post Office. BB Books does not however accept any responsibility for any damage and / or loss arising from any negligence by Postnet or the South African Post Office.

5. Return and Refunds Policy

BB Books will take all reasonable steps necessary to replace any goods that have any material defects or fail to be delivered within a reasonable period.

BB Books does not however accept responsibility for any incidents that occur beyond its control in relation to the sale of goods sold on this Website.

6. Copyright and Intellectual Property Rights

6.1 BB Books, its affiliates, subsidiaries and / or licensors, or any other third party owners are the owners of all content on this Website. Such content includes, but is not limited to:

6.1.1 Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs within the meaning of the Copyright Act 98 of 1978;

6.1.2 Trade marks KIERIE AND KRIEKIE, KIERIE Logo (colour) and KRIEKIE Logo (colour) and any other trade mark used by BB Books on this Website;

6.1.3 Trade dress and get-up of the Website

("the Content")

6.2 The Content may not be copied, imitated or used, whole or in part, without prior written permission of BB Books, its affiliates, subsidiaries and / or licensors, or any other third party owners.

6.3 BB Books reserves the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners and you are not granted a license or any other right including and without limitation under Copyright, Trademark or other Intellectual Property Rights in or to the Content.

7 Legal Capacity

By using this Website, you represent and warrant that you are of a legal age and lawfully able to accept these Terms and Conditions or alternatively, have the required assistance of a consenting adult.

If you are using the Website on behalf of any entity, you further represent and warrant that you are authorized to accept these Terms and Conditions on such entity's behalf, and that such entity agrees to indemnify BB Books for any violation of these Terms and Conditions.

8 Privacy

BB Books shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be as defined in the Electronic Communications and Transactions Act no 25 of 2002 (Accessible at <http://www.info.gov.za/view/DownloadFileAction?id=68060>) to include all identifiable information about an individual.

Personal information, to the extent held by this Website, will not be used for any other purpose aside from facilitating transactions between BB Books and yourself. BB Books will take reasonable measures to ensure that personal information submitted to this Website is kept secure.

You verify that the information entered onto this Website is true and correct. BB Books cannot be held liable for any losses suffered as a result of inaccurate information provided by you.

Upon termination of your account, BB Books will keep only personal information as required by law.

9 Limitation of Liability

This Website and all information, content and products included on this Website are provided by BB Books on an "as is" basis. BB Books makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content and products included on this Website. You expressly agree that use of this Website is at your sole risk.

BB Books does not warrant that this Website and all information, content and products included on this Website, their servers, or electronic communications sent from BB Books are free of viruses or other harmful components. BB Books will not be liable for any damages of any kind arising from the use of this Website or from any information, content and products made available to the User through this Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

10 Linking and Framing

BB Books makes no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party Websites linking to or from this Website. Such Websites are not under the control of BB Books and BB Books is not responsible for the contents of any linked Website or any link contained in a linked Website, or any review, changes or updates to such Websites.

BB Books provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by BB Books of any Website or any information contained therein. When you leave this Website, you should be aware that these Terms and Conditions will be replaced by the applicable Terms and Conditions of the Website to which Users are navigated.

Participation, correspondence or business dealings with any third party found on or through the Website and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such third party. BB Books shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

11 Variation

BB Books reserves the right to change any of these Terms and Conditions at any time and in its sole discretion and with immediate effect. Your continued use of the Website following the posting of changes will constitute your acceptance of such changes. Users are encouraged to review the Website Terms and Conditions whenever the Website is used.

12 Severability

Should any of these Terms and Conditions become invalid or unenforceable for any reason whatsoever, such individual Terms and Conditions will be severed from the rest without affecting the validity of the remaining Terms and Conditions read in their entirety.

13 Waiver

No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this agreement, shall constitute a waiver of the provisions of this agreement and a party may at any time require strict compliance with the provisions of this agreement.

14 Jurisdiction and Domicile

This Website is governed by the laws of South Africa and BB Books chooses the address provided below as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

15 Dispute resolution

Should any dispute, disagreement or claim arise between the parties (called hereafter "the dispute") concerning this agreement, the parties shall try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation.

If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") administered mediation, upon the terms set by the AFSA Secretariat.

Failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of AFSA by an arbitrator or arbitrators appointed by the Foundation. The decision by the arbitrator/s will be final and binding.

16 Company Information and Contact Details

This Website is run by Big Bug Books CC, registration number 2008/225439/23, the sole member being Paula Raubenheimer.

Please direct any queries or complaints to Big Bug Books CC at 17 Cyprus Road, Somerset West, South Africa. Email : paula@bb-books.co.za Tel: +27 21 851 1597