

TRUMPETER STANDARD TERMS AND CONDITIONS AND SITE TERMS OF SERVICE AGREEMENT

Last Updated: 08 July 2024

1. These Website ("Site") Terms of Service Agreement and provisions relating to our terms of sale ("Terms") govern your use of the Trumpeter Publishers CC ("Trumpeter") Site for products and services offered by Trumpeter ("we," "us," "our" or "Trumpeter") through our Site situated at (<https://www.trumpeterpublishers.co.za>). "You" and / or "User" refers to you as a user of our Site;
2. These Terms are binding and enforceable against every person that:
 - a. Accesses, registers and uses the Site for the purpose of purchasing any goods sold and delivered and/or services rendered by Trumpeter as advertised on the Site, herein referred to as "the product"; and,
 - b. Or who purchases Product directly from us (not through the site as a user) who will still be bound by clauses 2(b),4,7, 8, 9, 11, 13, 17, 18, 19, 20 and 21 being our standard terms and conditions of sale. Our invoices may refer you to Our Site and to these Terms, and as such, you are responsible for ensuring that you have read them and understand them.
3. PLEASE READ THESE TERMS CAREFULLY
 - a. By using our Site or otherwise indicating your acceptance (for example, agreeing by creating or when logging into your account, clicking "I Agree," etc.), as may be the case, you represent and warrant that you have read, and that you understand and agree to be bound by these Terms.
 - b. If you do not agree to be bound by the Terms, then you should not access or use our Site, failing which, by accessing or using our Site, you waive any claim that you were not in agreement with the Terms or any part thereof.
4. IMPORTANT NOTICE
 - a. These Terms may apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
 - b. These Terms contain provisions that appear in similar text and style to this clause and which:
 - i. may limit the risk or liability of Trumpeter or a third party; and/or,
 - ii. may create risk or liability for the user; and/or,
 - iii. may compel the user to indemnify Trumpeter or a third party; and/or,
 - iv. serves as an acknowledgement, by the user, of a fact.
 - c. Your attention is drawn to the Terms because they are important and should be carefully noted.
 - d. If there is any provision in these Terms that you do not understand, it is your responsibility to ask us to explain it to you before you accept the Terms or continue using the Site.
 - e. Nothing in the Terms is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Trumpeter in terms of the CPA if the Act applies.
 - f. Our online services make use of reasonable levels of encryption and the use of such encryption might be prohibited in some countries. You should ensure that you do not knowingly use any of our online services if such use would not be permitted by your local laws. You must take all reasonable precautions to keep safe and prevent fraudulent use of any online service account you have enabled and any associated security details.

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6. ELIGIBILITY

- a. You must be at least 18 years old to use our Site.
- b. In creating your account, you represent and warrant that:
 - i. you have not been prohibited by any law or regulation from using or accessing any aspect of our Site; and,
 - ii. if you are under the age of 18 years complete then, you warrant that you have the consent of your legal guardian to transact with Us, including the right for Us to hold your personal information in accordance with our Privacy Policy; and,
 - iii. you will comply with all and any Terms, as amended from time to time, of the Site and or any third-party payment provider utilised by us; and,
 - iv. we have not previously disabled any Site account that you previously created or controlled as a result of you having violated any laws or regulations of the Republic of South Africa, or any other Country.

7. FEES AND PAYMENT

- a. Your payment terms are as follows:
 - i. If you have registered as a Parent/Homeschool User on our Site, then you shall utilize the OZOW Instant EFT method of payment for any product purchased by you.
 - ii. If you register as a School User, then you shall be entitled to place an order for the product that you wish to purchase through our Site. Payment shall be made by electronic funds transfer into Trumpeter's bank account as set out in the invoice on terms reflected on the invoice.
 - iii. If you register as a Bookseller User, then you may be required to complete our standard credit application, only then will you be entitled to place an order for the product. The terms and conditions contained in the credit application will then determine all aspects of our respective rights and duties. Payment shall be made by electronic funds transfer into Trumpeter's bank account as set out on the invoice.
- b. The fees payable by you for Trumpeter Products are specified on the User's purchase page and / or checkout page if you are a Parent/Homeschool user BUT if you are a School or Bookseller User, then you will first receive a

quotation in respect of your order before a valid invoice will be sent to you, which will stipulate the payment terms by which you must abide.

- c. If you are an existing account holder, then you will receive an invoice which will stipulate the amount payable by you.
- d. You shall pay all amounts due in accordance with the payment terms in effect when you submit your purchase.
- e. Trumpeter does not operate, own or control any payment provider utilised by the Site, and your use of any such payment provider is subject to the terms and conditions and privacy policies of that payment provider.
- f. You also agree to immediately notify the payment provider of any change in your billing address (or other information) for the credit or debit card account you use for payment.
- g. Trumpeter also reserves the right to change its fees and payment procedures at any time, including its payment provider, either immediately upon posting to our Site or by other notice to you.
- h. We will determine in our sole discretion how billing disputes will be resolved.

8. DELIVERY

- a. Where delivery is by any means or to any other party than the User then delivery to such other party shall constitute delivery to the User.
- b. We shall have the right to deliver the Products in part or in whatever quantities and on however many separate occasions as we may decide.
- c. The delivery note signed by you or your agent or employee shall be deemed to be accurate in all respects and binding on you. Should you endorse the delivery note with the words "unchecked" or similar wording, then this will not relieve you from the onus of ensuring that the Product delivered is in accordance with the order.
- d. Time shall not be of the essence of any contract between Trumpeter and the User and in the event of any delay to effect delivery then the you shall not be entitled to cancel the order and shall have no claim for any loss or damages of whatsoever nature against Trumpeter. Notwithstanding, where the User stipulates a specific date for delivery Trumpeter will use its best endeavours, subject to availability of stock, to deliver on the specified date.
- e. The User's order must accurately stipulate the address for delivery.
- f. Delivery means:
 - i. if the Product is transported by Trumpeter or an agent appointed by Trumpeter, when the Product is off loaded at the User's premises evidenced by a delivery notification from the courier and / or by a signed delivery note;
 - ii. if the Product is transported by the User or an agent appointed by the User, when the Product is loaded onto the User's, or its duly appointed agent's vehicle, evidenced by Trumpeter's CCTV and / or a signed delivery note or waybill.
- g. Ownership of the Product shall not pass to the User until the purchase price has been paid in full including any additional charges. Notwithstanding the reservation of ownership, the risk in and to the Product shall pass to the User upon delivery.

9. RETURNS POLICY

- a. We do not accept any returns of Products ordered and delivered other than for defective goods in accordance with the below terms and conditions.
- b. The User shall notify Trumpeter in writing within 72 (SEVENTY-TWO) hours of the time and date of delivery of any alleged defects in the Product delivered, or quantity received.
- c. Once Trumpeter has received a valid complaint as envisaged in clause 9(b) above, then it shall either accept or reject the User's claim within

a further 14 business days of receipt of the notification by you, and the liability of Trumpeter shall then be limited to replacing the items proven to be defective.

- d. Subject to clause 9(b) above, should it be proven that Trumpeter has short delivered then we shall only invoice the User for the actual amount of Product delivered; or where the User has paid in advance, Trumpeter shall refund such amount; alternatively, Trumpeter reserves the right to deliver the items proven to have not been delivered.
- e. Subject to clause 9(b) above and clause 9(f) below, should it be proven that the Product or any part thereof was damaged in transit prior to delivery, or that the Product contains a manufacturing defect, then Trumpeter shall in its sole discretion elect to reimburse the User for the value of the defective Product or deliver a replacement Product free of any defects.
- f. The User is required to adhere in strict conformance to the following procedure in respect of reporting and lodging a claim with Trumpeter for any damaged Product:
 - i. In respect of damage caused in transit, then the following must be adhered to:
 - 1. If you notice the box is damaged on receipt, please open the box immediately before signing the waybill. Make a note on the waybill of the damaged box and the box number (E.g. Pcs 1/4).
 - 2. Take photos of the damaged box showing the tracking number as well as the damages.
 - 3. Take photos of the damaged workbooks clearly showing the title and total number of workbooks damaged.
 - 4. Email all of the photos and a copy of the invoice number to trumpeter@mweb.co.za as soon as possible as the courier claim process is time sensitive.
 - ii. In respect of Product that carries a manufacturing defect, then the following must be adhered to:
 - 1. Take photos of the defective workbooks clearly showing the title and total number of workbooks affected.
 - 2. Email all of the photos and a copy of the invoice number to trumpeter@mweb.co.za.
- g. A failure by you to adhere to the above terms in respect of any complaint that you may have, may result in you waiving your claim in the absolute discretion of Trumpeter.

10. OWNERSHIP OF THE SITE

We or our licensors own all right, title, and interest in and to:

- a. the Site and the “look and feel” of the Site, including all software, ideas, processes, data, media and all other content available on the Site (individually, and collectively, “Trumpeter Content”); and,
- b. our trademarks, logos, and brand elements (“Marks”). The Site, Trumpeter Content and Marks are each protected under SOUTH AFRICAN and international laws.
- c. You may not duplicate, copy or reuse any portion of the HTML/CSS, JavaScript, visual design elements, or concepts without our prior express written consent.

11. COPYRIGHT

- a. You the customer / User, your affiliates, your members, directors, shareholders and / or employees, shall not cause, commit or allow directly or indirectly any infringement of Trumpeter’s intellectual property rights in and to the Product

and furthermore, you shall assert our intellectual property rights in respect of the Product in all of your dealings with third parties. You hereby agree to notify Trumpeter immediately and in writing of any actual or potential infringement of Our intellectual property rights in and to the Product by any person.

- b. You hereby acknowledges that the Product contains valuable proprietary information in the form of copyright and trademarks owned exclusively by Trumpeter. Any form of unauthorized copying or reproduction of the Product without Trumpeter's informed consent will be unlawful, and will form the basis for us to seek injunctive relief and or claim damages without derogating from our entitlement to enforce any of Trumpeter's common law and / or legislative rights

12. ACCEPTABLE USE OF OUR SITE

- a. You are responsible for:
 - i. your Site account information;
 - ii. the use of our Site by you;
 - iii. any purchases made by you.
- b. Our goal is to create a positive, useful and safe user experience. To promote this goal, we prohibit certain kinds of conduct that we and others may view to be harmful.
- c. You acknowledge and agree that we are not obligated to monitor access to or use of our Site by you or third parties, but we have the right to do so in order to operate our Site, to ensure compliance with these Terms, to comply with applicable laws, regulations, court orders, or other legal, administrative, or regulatory requests and processes.

13. PRIVACY

- a. Your privacy is paramount to us. Our Privacy Policy explains how we collect, use, and share personal information and other data. By using our Site, you agree to the terms of our Privacy Policy, the details of which you can find by clicking on the following link [PAIA-Manual.pdf \(trumpeterpublishers.co.za\)](#).
- b. Should you decide to register as a user of the Site, we may require you to provide us with personal information which includes but is not limited to:
 - i. your name and surname;
 - ii. your email address;
 - iii. your physical address;
 - iv. your gender;
 - v. your mobile number; and
 - vi. your date of birth.
- c. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- d. We may use cookies to learn how you interact with our content and to improve your experience when visiting our website(s). For example, some cookies remember your language or preferences so that you do not have to repeatedly make these choices when you visit one of our websites. We also use cookies to help us with geolocation tracking in order to present you with the closest vendor. Additionally, cookies allow us to serve you specific content, such as videos on our website(s). We may employ the learnings of your behaviour on our website(s) to serve you with targeted advertisements on third-party website(s) in an effort to "re-market" our products and services to you.
- e. We will not, without your express consent use your personal information for any purpose other than as set out in our detailed privacy policy as mentioned above. And as follows:
 - i. to contact you regarding current or new services or any other goods offered by us or any of our divisions, affiliates and/or partners

(unless you have opted out from receiving marketing material from us);

- ii. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and,
- iii. to improve our product selection and your experience on our Site by, for example, monitoring your browsing habits, or tracking your sales on the Site; or,
- iv. disclose your personal information to any third party other than as set out below:
 - 1. to our employees and/or third-party service providers who assist us to interact with you via our Site, email or any other method, for the ordering of and delivery of Trumpeter services to you, and thus where we need to know your personal information in order to assist us to communicate with you properly and efficiently;
 - 2. to our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);
 - 3. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms;
 - 4. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
 - 5. to our suppliers in order for them to liaise directly with you regarding any faulty services you have purchased which requires their involvement.
- f. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- g. Trumpeter undertakes never to sell or make your personal information available to any third-party other than as provided for in this policy.
- h. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third-parties who are not subject to our control, unless such disclosure is as a result of our own gross negligence.

14. THIRD-PARTY CONTENT

- a. Our Site may contain features and functionalities that may link to or provide you with access to third-party content that are independent of us, including website links, social media platforms, directories, servers, information, applications, software and programs and products.
- b. Your interactions with such third parties located through our Site are solely between you and the third-party.

- c. It is your responsibility to investigate that which you feel necessary or appropriate before proceeding with such interactions by familiarising yourself with the third party's own terms and conditions and privacy policies.
- d. By interacting with such third parties you acknowledge and agree that we do not endorse the views held by them and that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities of any kind or nature incurred as the result of any such interaction.

15. CHANGES TO OUR SITE

- a. We intend to enhance and update our Site often. You acknowledge and agree that we may change or discontinue any aspect of our Site at any time, with or without notice to you.

16. TERMINATION AND RESERVATION OF RIGHTS

- a. You may choose to refrain from using our Site and or any of its offerings at any time.
- b. If you wish to cancel your Site account, you may do so at any time by utilising the cancellation process provided on the Site, however, we will be obliged to retain all purchase information for a period of 10 years.
- c. We reserve the right to terminate your access to the Site at any time, for any reason, in our sole discretion.

17. INDEMNIFICATION

- a. You agree to indemnify, defend, and hold harmless Trumpeter and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners and licensors from and against any and all claims, costs, proceedings, demands, losses, damages and expenses of any kind or nature arising from, out of, in connection with, or relating to:
 - i. an actual breach of these Terms by you or anyone using your Site account;
 - ii. any actual violation of any laws or regulations or infringement of any rights of any third-party by you or anyone using your Site account;
 - iii. your own negligence, misconduct or fraud.

18. DISCLAIMER

- a. You hereby agree that by using our Site, you do so entirely at your own risk and you assume full responsibility for any risk resulting from the use of the Site or reliance on any information on it.
- b. To the full extent permissible by law, Trumpeter hereby disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Site and, or, any content therein.
- c. In particular, and while Trumpeter takes reasonable measures to ensure that the content of the Site is accurate and complete, Trumpeter makes no representations or warranties, whether express or implied, as to the accuracy or completeness of any information obtained by you on or through the Site.
- d. You acknowledge and agree that any material or information downloaded or otherwise obtained through our Site is done at your own risk and that you will be solely responsible for any damages, losses, costs, expenses, or liabilities arising from or in connection therewith. No advice or information, whether oral or written, obtained by you from us or through our Site will create any warranty not expressly made by us.
- e. You acknowledge and agree that when using our Site, you will be exposed to content from a variety of sources, and that Trumpeter is not responsible for the

accuracy, usefulness, safety, legality, or intellectual property rights of or relating to any such content.

- f. In addition to the disclaimers contained elsewhere in these Terms, Trumpeter makes no warranty or representation, whether express or implied, that the information available on the Site are accurate or free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. 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 network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Trumpeter, its employees, agents or authorised representatives. Trumpeter thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Site.

19. NOTICES

- a. Trumpeter hereby selects trumpeter@mweb.co.za as its address for the service of all formal notices and legal processes in connection with these Terms ("legal address"). Trumpeter may change this address from time to time by updating these Terms.
- b. You hereby select the address provided during your application and registration process as your legal address, which you may change to any other physical address by giving Trumpeter not less than 7 calendar days' notice in writing.
- c. Notices must be sent either by hand, prepaid registered post or email and must be in English. All notices sent:
 - i. by hand will be deemed to have been received on the date of delivery;
 - ii. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 - iii. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All email communications between you and us must make use of the "read receipt" function to serve as proof that an email has been received.

20. COMPLAINTS

- a. We are a participant under the Consumer Goods and Services Industry Code and are bound by it. An electronic copy of this Code is available at <http://www.cgso.org.za/downloads/>.
- b. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us.
- c. If we fail to resolve your complaint within 15 (fifteen) business days of you having notified us of it, you are entitled to approach the Consumer Goods and Services Ombud ("CGSO"), to assist in resolving the dispute.
- d. The CGSO's contact details are: Website: <http://www.cgso.org.za/> Sharecall: 0860 000 272 Email: complaints@cgso.org.za.

21. OTHER PROVISIONS

- a. Under no circumstances will Trumpeter be liable for any delay or failure in performance due in whole or in part to any acts of God, earthquakes, unavoidable accidents, laws, rules, regulations or orders of government

authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes or any other event or cause beyond the reasonable control of Trumpeter.

- b. These Terms will be governed by and construed in accordance with the laws of the Republic of South Africa.
- c. If any provision of these Terms is found to be unenforceable, then that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed from the Terms and shall not affect the enforceability of the remaining provisions.
- d. The failure by Trumpeter to enforce any right or provision of these Terms shall not prejudice or constitute a waiver of such rights, and Trumpeter shall not thereby be precluded from exercising any rights against you which may have arisen in the past or might arise in the future.
- e. Trumpeter may, at any time, assign its rights and obligations under these Terms, including in connection with a sale of assets, merger, acquisition, reorganisation, insolvency, other transaction, or by operation of law.
- f. The term "including" in these Terms will be interpreted broadly and will mean "including, without limitation."
- g. Titles are for convenience only and will not be considered when interpreting these Terms.
- h. These Terms contain the whole agreement between you and Trumpeter and no other warranty or undertaking is valid, unless contained in this document between the parties.

22. CHANGES TO THESE TERMS

- a. From time to time, we may change, update, revise and amend the Terms as and when needed or as required by law.
- b. If we do amend the Terms, you will be deemed to have been notified of such changes 30 days after the amended Terms are posted to the Site, if you are an existing User, and immediately if you are a first-time user. By continuing to use the Site, you agree to the revised Terms.