

# Website Terms & Conditions of Use

## **Website Terms and Conditions of Use:**

1. These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the QUESTION BANK ("Provider") website located at the domain name (questionbank.co.za) ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute Content obtained at the Website.

## **Updating of these Terms and Conditions:**

2. Provider reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## **Supplier of goods and/or services details:**

3. In accordance with the disclosure requirements of the Electronic Communications and Transactions Act ("ECTA"), Act No 25 of 2005, the supplier of goods and/or services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:
  - 3.1. Supplier is Status Aviation Academy (Pty) Ltd, trading as QUESTIONBANK (hereinafter referred to as "Supplier"), a private limited company by shares duly registered and existing under the laws of South Africa registration number: 2016/256021/07, with its physical address at 290 Glenwood Road, Lynnwood Park, Pretoria,0081, Tel 0875500801.
  - 3.2. Supplier's place of registration is 290 Glenwood Road, Lynnwood Park, Pretoria,0081 and Supplier will accept legal service at its above physical address. Supplier's director and office bearer is: Mr PAJ van Staden and Mr F Minnaar.
  - 3.3. The main business of Supplier is theoretical knowledge training for licenses aviation personnel, including the compilation of test questions for examinations of aircraft cadets and trainee pilots;
  - 3.4. Supplier's website has multiple websites, however, these terms and conditions of use refer to the questionbank.co.za website.
  - 3.5. Goods and services offered through this website by Supplier are strictly on an "as is" basis for a price at the price listed in respect of the selected subscription. Warranties and representations are hereby expressly excluded. User will receive an email with a password and user name within 2 days. Thereupon, the goods and services are available instantly to the user for as long as the purchased subscription remains valid, where after access to the chosen goods and services will be restricted and/or removed. Downloaded files cannot be

returned. In case of defect, User may notify the Supplier within 24 hours of becoming aware of defect by email to the following address support@questionbank.co.za.

- 3.6. User's cooling-off rights under s 44 of ECTA do not apply in terms of s 42 of ECTA, due to downloads being audio, or video recordings, or software or newspapers, periodicals, magazines or books.
- 3.7. Payment: Payment may be made online by credit card through a sufficiently secure payment system, or in the case of Registered Users (corporate users only), by virtue of a monthly debit order or Electronic Funds Transfer that can be arranged by calling the following number 0875500801. The payment system allows for review, corrections and withdrawal by User prior to placing a final order.
- 3.8. Complaints and disputes: Supplier offers Users to file complaints via the "Contact us" service of the website questionbank.co.za. Currently Supplier does not subscribe to any alternative dispute resolution code or mechanism.

#### **Copyright and Intellectual Property Rights:**

4. Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, of such content, and includes but is not limited to Literary Works ("the Content"). All such proprietary works, and the compilation of the proprietary works, belong to the Provider, and the Content protected by South African and international copyright laws.
5. Provider 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 Owner. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

#### **Limited License to General Users:**

6. Provider grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
7. This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of Provider.
8. The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant.
9. The User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of Provider.
10. Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website.
11. Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
12. Any unauthorised use terminates this license.

### **Limited License to Registered Users:**

13. Provider allows and processes the registration of certain corporate users ("the Registered User") at the Website. If you believe that you are entitled to registration, please contact (insert contact details).
14. Subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right is granted to Registered Users to access, display, use, download and otherwise copy the current and future Content for the purposes agreed to by the Registered User and Provider in their respective agreements.
15. This Website and the Content may only be reproduced, duplicated, copied, resold, visited or otherwise exploited for the specific purposes set out in that agreement.
16. The license does not allow the Registered User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant.
17. The Registered User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of Provider.
18. Provider and the Owners, their affiliates or subsidiary reserve the right in their sole discretion to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
19. Any unauthorised use terminates this license.

### **Limitation of liability:**

20. Subject to s 43(5) and 43 (6) of ECTA, if applicable, and to the extent permitted by law, the Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors and Provider, Owner, suppliers, employees, directors, and agents shall not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission.
21. Owner makes no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link. Neither Provider nor Owner, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

### **Privacy, access to and use of information:**

22. Provider receives various types of information ("the Information") from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in s 1 of ECTA (hereinafter referred to "Personal Information").
23. Provider may electronically collect, store and use Personal Information, including; name, contact details, surfing patterns, email, IP address, License Numbers, Unique identification information.
24. Provider voluntarily subscribes to s 51 of ECTA and endeavours to treat Personal Information received by Provider accordingly. Whenever User is of the opinion that Provider fails to comply with s 51 of ECTA, User shall contact Provider by sending an email to questionbank.co.za.
25. Provider will review User's representations made by email and, if within Provider's sole and absolute discretion advisable, take corrective action and in any event within 5 days respond to User informing about corrective actions taken, if any. Despite such undertaking, it is possible for

Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

26. Owner will not be responsible for any damages that the User or any third party may suffer as a result of the transmission of confidential or disclosed information that you make to the Owner and/or Provider through the Internet, or that you expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions:

**Privacy: solicited information the User give to Provider:**

27. Provider requires certain Personal Information necessary to process transactions if the User requires any of Provider's products or services. Provider receives and stores all Information, including Personal Information which the User enters on the Website or gives to Provider, in any other way. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from this Provider.

**Privacy- promotional information:**

28. Provider aspires to provide first-class service to its customers, which necessitates Provider providing information to the User regarding new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Provider Help Desk, or send an email to [questionbank.co.za](mailto:questionbank.co.za).

**Privacy - lawful purposes:**

29. When the Provider is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Provider may also impart Personal Information if permitted or required to do so by law.

**Privacy - surveys and statistical profiles:**

30. Provider understands that efficiency and customer care translates to good service. Provider may periodically conduct online customer care surveys to facilitate the updating of service standards. When it conducts a survey, Provider will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys.

**Privacy - storage:**

31. Personal Information will be stored for as long as it is used and for a period of one year thereafter, together with a record of the Personal Information and the specific purposes it was collected for.
32. Personal Information will be destroyed once it has become obsolete.

**Choice of Law:**

33. This Website is controlled, operated and administered by Provider from its offices as set out below within the Republic of South Africa.
34. The Providers make no representation that the Content is appropriate or available for use in the locations or countries.

35. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the North Gauteng High Court in the event of any dispute.

**Severability:**

36. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

**Entire Agreement**

37. These Terms and Conditions constitutes the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

**Contact Details:**

In the event that you need to contact Provider for purposes related to these Terms and Conditions, please use the following:

Telephone: 0875500801

Email: [support@questionbank.co.za](mailto:support@questionbank.co.za)

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