



Skill Tech Solutions (Pty) Ltd
– Sale of Digital E-Commerce Products Agreement

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DOCUMENT INFORMATION

1. INTRODUCTION

This Agreement (hereafter “Agreement”) is made effective by and between the Company (hereafter “Company”), and purchaser of the digital product (hereafter “Customer”), for the purpose of the customer purchasing a digital product from the company’s online shop. The customer agrees to the terms and conditions below by accepting the terms and conditions referred to when signing up or by submitting payment for the product.

2. DOCUMENT VERSIONS

Document Control Page				
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Version Control				
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1.0	16 th January 2024	Shane Smith	Implementation	Alexander de Lange
Distribution List				
All Employees				

3. STAKEHOLDERS

Zander de Lange	Director (Exco)	Skill Tech Solutions
Lize Blignaut	Financial Manager (Exco)	Skill Tech Solutions
Shane Smith	HR Manager (Exco)	Skill Tech Solutions



4. SALE OF DIGITAL E-COMMERCE PRODUCTS AGREEMENT

1. DIGITAL PRODUCT USAGE

After purchasing the digital product, the Customer will be given access to the product materials within 48 hours through user credentials and a link to the product(s) delivered in the Customer's email. The Customer will have access to the materials for as long as the Customer remains an active subscriber with the company.

The Company hereby grants to the Customer one (1) exclusive, non-sublicensable, non-transferable, license to use the product. The Customer understands and agrees that the product materials may not be shared with any third party. In the event the Company suspects that the product is being shared with another party, the Company reserves the right to immediately terminate the Customer's access to the product.

2. FEES AND PAYMENT PROCESSING

In consideration for access to the product provided by Company, the customer agrees to compensate the Company the fee indicated on the online shopping cart. If any payment methods are declined by the online payment processor, the customer shall provide a new eligible payment method before receiving access to the product. In the event the customer has already been given access to the product and a payment method is declined, the Company reserves the right to collect any and all outstanding receivables and suspend access to the product until payment for the product has been successfully processed by the payment processor.

3. REFUND POLICY

Due to the nature of digital products being immediately accessible upon purchasing, no refunds of any fees or other amounts paid by the customer in connection with the product will be allowed under any circumstances. Should a customer no longer wish to make use of the product, the customer can cancel the active subscription. All subscriptions preceding the cancellation remains non-refundable.

4. PERSONAL INFORMATION

By purchasing the product, the customer will be asked to provide personal information - including the customer's name, email address, mailing and billing address, mobile numbers, and unique identifiers. The customer agrees to allow the Company access to this personal information for all lawful purposes. The customer is responsible for the accuracy of the identifying information, maintaining the safety and security of the customer's identifying information, and updating the Company on any changes to the customer's identifying information.

The billing information provided to the Company by the customer will be kept secure and is subject to the same confidentiality and accuracy requirements as the customer's identifying information indicated above. Providing false or inaccurate information, or using the product for fraud or unlawful activity, is grounds for immediate termination from the product.



5. COPYRIGHT

Upon delivery of the digital product to the customer, the Company hereby assigns to the customer the rights to view, access and refer to the material accessed by the customer, which includes but is not limited to images, diagrams, information, data, explanations, case studies, tutorials, virtual interactions and the resulting recordings and text. The customer may not reproduce, re-use any element of the material that the customer accesses during authorised use of the material.

6. WARRANTIES AND LIABILITY

The Company makes every effort to ensure that the product is accurate and aligns to the descriptions of the material or courses provided to the customer on the company's website. However, the Company takes no responsibility whatsoever for the suitability of the product, and the Company provides no warranties as to the function or use of the product, whether express, implied, or statutory, including without limitation any warranties of merchantability or fitness for particular purpose. The customer agrees to indemnify the Company against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of the customer's breach of these terms and conditions. The Company shall not be liable to the customer or any third party for consequential, indirect, special, or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages.

7. FORCE MAJEURE

If the performance of this agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, death of him/herself or a family member, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the parties, the party so affected shall, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

8. GUARANTEES

Company does not make any guarantees as to the results, including financial or other personal gains, of the customer's use of the product. The customer agrees to take responsibility for the customer's own results with regard to using the product.

9. RELEASE AND REASONABLE EXPECTATIONS

The customer has spent a satisfactory amount of time reviewing our (the company's) business and has a reasonable expectation that our (the company's) product will produce different outcomes and results for each customer. The customer understands and agrees that the final result of using the product will be different for each customer, and that the product is intended for a mass audience.



10. ENTIRE AGREEMENT

This is a binding agreement that incorporates the entire understanding of the parties, supersedes any other written or oral agreements between the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

11. VENUE AND JURISDICTION

The laws of the Republic of South Africa shall govern this contract, and any resulting arbitration shall take place within the Republic of South Africa. Both parties assume responsibility for all collection costs and legal fees incurred should enforcement of this Agreement become necessary.

12. MEDIATION AND ARBITRATION

Any and all disputes or disagreements arising between the parties out of this agreement upon which an amicable understanding cannot be reached, shall be decided first by mediation, and if mediation is unsuccessful, then arbitration. The parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in a location designated by the Company unless another location is mutually agreed to by the parties. The cost and expenses of the arbitrators shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

13. TRANSFER

This agreement cannot be transferred or assigned to any third party without written consent of both parties.

14. SEVERABILITY

In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.