

TERMS & CONDITIONS OF USE

1. DEFINITIONS

1.1. Alchemex shall mean Alchemex (Pty) Ltd

2. USAGE

2.1. By using the Alchemex web site in any way, for any reason whatsoever, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Web site if you do not agree to be bound by the Terms and Conditions.

2.2. This web site is intended to provide the user with information regarding Alchemex, its' products, service etc

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6.1. Any third party site may link to this web site provided that such a link is coded to the home page of this web site.

6.2. It is expressly prohibited for any person, business, entity or web site to link to any page other than the home page of this web site, without the prior written approval of Alchemex.

6.3. It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of Alchemex.

6.4. You are not permitted to "deep link" to this web site.

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7.1. Alchemex may provide links to the user only as a convenience and the inclusion of any link does not imply Alchemex's endorsement of such sites and as such are not responsible or liable for the information, material or contents, maintenance of, or activities conducted on, any web site to which this web site provides a link.

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8. PRIVACY POLICY

8.1. We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

8.2. All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or

made available to anyone. Alchemex shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>

8.3. The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

8.4. By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

9. COOKIE/TRACKING TECHNOLOGY

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

10. 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 if such technology constitutes a copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 2 hereof.

11. CHANGES AND AMENDMENTS

11.1. Alchemex reserves the right, in its sole discretion, to alter and/or amend any criteria or information contained in this web site without prior notice.

11.2. Users undertake to check the Alchemex web site frequently to acquaint themselves with the changes and/or amendments in the information supplied on the web site.

11.3. If you use this Web site after such updated or amended Terms and Conditions have been displayed on this Web site, you will be deemed to have accepted such updates or amendments.

12. PRODUCT AVAILABILITY

12.1. If paying by Credit Card, the course you have subscribed to will be available as soon as your payment has been authorised by the Bank.

12.2. If paying by EFT/Direct transfer, the course you have subscribed to will be available within 24 hours of receiving your payment confirmation.

12.3. Our courses will be available for 90 days from processing of your order.

13. REFUNDS POLICY

13.1. Please note that we do not allow for Refunds.



14. PAYMENT OPTIONS AND PRICING

14.1. All transactions will be processed in South African Rands (ZAR) and include South African Value Added Tax (VAT).

14.2. CLIENTS from abroad must pay all banking costs relating to transfer of funds to Alchemex (Pty) Ltd bank account.

14.3. Alchemex (Pty) Ltd reserves the right to change pricing at any time without prior notice.

14.4. Credit card acquiring and security

Payment may be made via Visa, MasterCard, Diners or American Express credit cards. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your order.

14.5. EFT (Electronic Fund Transfer)

Once you have added enough items to your shopping cart, proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load Alchemex (Pty) Ltd as a beneficiary on your internet banking and use the unique order number in the reference line for your payment.



14.6. DIRECT DEPOSIT

Use the unique order number in the reference line for your payment. Please fax through your deposit slip to us on +27 (0) 86 662 2835 to ensure your payment is confirmed.

Banking Details:

Bank : Standard Bank
Branch No. : 043826
Account Name : Alchemex (Pty) Ltd
Account No. : 250502070
Account Type : Current Account

For more information about how to order, special order requirements and other payment options, please contact email support@alchemex.com

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

15.1. No information or data on this web site is an offer, but merely an invitation to purchase products.

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

16. REQUIREMENTS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2002

16.1. The full name and legal status of the web site owner is: Alchemex (Pty) Ltd, Reg. No 2001/023937/07

16.2. The full web site address is <http://www.alchemex.com>

16.3. Office bearers of Alchemex:
Gary Boddington – Managing Director
Charles Teversham – Sales Director
Darryl Smith – Technical Director

16.4. Physical address for receipt of legal service:
4 Derby Place, Derby Downs, University Road, Westville, 3630

16.5. Main business: Software Vendor

17. SECURITY POLICY

17.1. Credit card transactions will be acquired for Alchemex via PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

17.2. Customer details will be stored by Alchemex separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za

17.3. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

18. MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

19. SEVERABILITY

19.1. These Terms and Conditions of Use constitute the entire agreement between Alchemex and you, the user of this web site. Any failure by Alchemex 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.

19.2. In the event that any term or condition of the use of this web site 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.

20. APPLICABLE AND GOVERNING LAW

20.1. This web site is hosted, owned, controlled and operated from the Republic of South Africa, and thus the South African Law governs the use or inability to use this web site and these terms and conditions.

20.2. You consent to the jurisdiction of the South African courts for any dispute that may arise out of these Terms and Conditions.

21. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact us at:

Physical address:

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