

TERMS AND CONDITIONS

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1.1 In these Terms and Conditions the following words shall have the meanings assigned to them hereunder:

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1.1.3 **“Software”** means the Ask Archie Mathematics Series content, which has been developed by the Licensor.

1.1.4 **“Terms and Conditions”** means the terms and conditions regulating the Licensee’s use of the Software as set out in this document.

1.2 Clause headings in these Terms and Conditions have been inserted for convenience only and shall not affect the interpretation thereof.

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4.1 The agreement as set out in these terms and Conditions will come into effect upon installation of the Software by the Licensee.

5.2 This Agreement will remain in force for 12 month and will at all times govern the use of the Software by the Licensee.

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7.1 The payment of the License Fee is included in the purchase price of the Software.

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8.1.1 the Software is suitable for the purpose for which it is generally intended;

8.1.2 the Software is of good quality, in good working order and free of any material defects;

8.1.3 is useable and durable for a reasonable period of time, having regard to the circumstances of the intended use of the Software; and

8.1.4 complies with any applicable standards set out under the Standards Act, 1993.

8.2 If the Software fails to comply with the warranties set out in clause 8.1, above, the Licensee shall have the right, within 1 (one) month after the purchase of the Software, to:

8.2.1 have the defective Software repaired, replaced; or

8.2.2 to be refunded the purchase price paid by the Licensee for the Software.

8.3 Save to the extent set out in clause 8.1 and 8.2, above, the Licensee's sole and exclusive remedy in the event of the Software being defective is to return the Software, together with the original proof of purchase and a description of the defect, to the place it was purchased, and the Licensor shall, provided it is satisfied that the Software is defective, use its reasonable commercial endeavors to replace the Software within 90 days from the return thereof.

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10.2 The Licensee may not question or dispute the Ownership of these rights at any time.

10.3 The Licensor warrants that, to the best of its Knowledge, the Software does not infringe upon or violate any Intellectual Property Rights of any third party.

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11.1 If the Licensee:

11.1.1 Commits any breach of the terms of this Agreement, and fails to remedy such breach within 7 days of written demand from the Licensor then, the Licensor may, at its sole discretion:

11.1.2 cancel this Agreement forthwith and reclaim possession of the Software; and/or

11.1.3 claim specific performance of the Agreement from the Licensee; and/or

11.1.4 claim all damages it may have suffered as a result of the Licensee's breach of this Agreement from the Licensee.

11.2 The Licensor shall be entitled to recover any costs incurred by it in enforcing any of its rights in terms of this Agreement on a scale as between attorney and own client.

12. ENTIRE AGREEMENT

The Agreement as set out in these Terms and Conditions constitutes the whole agreement between the parties on the subject matter and the parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms or representations not expressly contained in this Agreement.

13. NON VARIATION

No variation, amendment or consensual cancellation of these terms and Conditions shall be of any force or effect unless the same has been reduced to writing and signed by both the Licensee and the Licensor.

14. ASSIGNMENT, CESSION AND DELEGATION

The Licensee shall not be entitled to transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other person without the prior written consent of the Licensor.

15. NON WAIVER

Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this Agreement by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.

16. RELAXATION

No indulgence, leniency or extension of a right, which the Licensor may grant the Licensee will in any way prejudice the Licensor, or preclude the Licensor from exercising any of the rights it derives in terms of this Agreement, or be construed as a waiver of such right.