



Rainbow Teaching Resources Website and Products: Terms and Conditions

The purpose of the RTR website is to provide Teaching Resources to registered users.
RTR develops and supplies Classroom Display Materials for classrooms in order to 'Make a difference in the classroom'.
RTR uses the current South African 'CAPS' and 'ISASA' curricula as the basis for their product development.

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Upon registration and use of the www.rainbowteachingresources.co.za website, the User agrees to comply with Rainbow Teaching Resources (Pty) Ltd (RTR) Terms and Conditions as amended from time to time.
-- Last amended on 01 August 2016 --

1. All RTR products are limited to **TWO** (2) downloads per purchase. It is the Users responsibility to retain and save the purchase to their preferred directory, or device, on their **FIRST** download of each PDF product purchased.
2. Each RTR purchase is provided with a **UNIQUE PASSWORD**. RTR advises the User retain and save each Unique Password for continued access to their PDF purchase in the future.
3. Materials and information downloaded from the RTR website are subject to Copyright terms.
The User, nor any Third Party, may **NOT** modify, copy, reproduce, publish, sell, upload, post, transmit or distribute by any means or in any manner, any material or information downloaded from the RTR website without previous specific written authorization from RTR.
4. RTR develops and makes available, classroom display materials to be used in schools which are based on the CAPS and ISASA system, but that may be relevant in multiple applications and educational environments.
5. By creating a RTR profile, and by downloading the website content, the User acknowledges that they have read and accept the Terms and Conditions set out.

6. The User specifically agrees that items downloaded from RTR remain the property of RTR. The fee paid for a download, gives the User access to content and information. Ownership of the RTR intellectual property does **NOT** transfer to the User.
Therefore, the products downloaded by the User is for their personal use, and may **NOT** be transferred / given / sold to a Third Party.
7. The RTR website contains material which is owned by or licensed to RTR. Reproduction is prohibited other than in accordance with the strict Copyright Terms, which form part of these Terms and Conditions.
8. The User agrees to use the products purchased and downloaded from RTR for non-Commercial purposes. The User specifically agrees to **NOT** present themselves as the Representative, or Owner/Agent of RTR products.
9. The RTR website, its content and product sold is protected under Copyright and other intellectual property rights.
RTR has sole ownership of the information provided on the website.
10. Downloaded content from RTR is for use by the intended registered recipient only. The User confirms that RTR may have legal recourse against them, should they not comply with this requirement.
RTR may claim costs, losses and potential loss of its' intellectual property not limited to the product from the User.
11. In the event that the website and/or its content is misused, the User agrees that RTR has full recourse as available under law.
12. RTR will stipulate printing requirements when displays are downloaded, but RTR does not guarantee the technical, functionality and reliability of equipment used by the User.
13. RTR utilizes the Internet as the medium to supply their product.
RTR does not guarantee the functionality or speed of the Internet, or of the service provider.
14. RTR makes every effort to ensure the products supplied are accurate and up to date at time of publication. The use of the RTR website is at the User's own risk.

RTR has taken all efforts to provide an accurate educational product in an innovative format for the User. RTR does **NOT** take responsibility for errors, omissions or inaccurate information available for download and purchase from the website.

The User warrants that by the download and purchase of the RTR product, that they have verified it is fit for the purpose intended.

15. RTR will take all appropriate measures to ensure the personal information and privacy of its Users.

The User will take reasonable measures to protect their login and security information, and RTR is indemnified from any loss, costs or reputational losses that the User may incur.

16. RTR utilizes the services of 'PayFast' for processing a User's payment. PayFast and RTR have NO stored access to any payment information provided by the User.

NOTE: To protect the Users payment details and privacy, PayFast requires the User to login with their details for each separate purchase.

NOTE: NO User payment details are retained by PayFast or RTR.

PayFast is a reputable payment processing company, taking the appropriate measures to ensure the User's information and processing of payments.

17. RTR Terms and Conditions may be amended from time to time. Therefore, the User specifically agrees that it is their responsibility to ensure they are current and in compliance with the Terms and Conditions.

18. RTR retains the right to amend, adjust and/or remove content from the website temporarily or permanently without notice.

19. The Terms of supply, pricing and product availability of online materials may be changed by RTR without notice.

20. The User agrees that RTR has the right to limit the number of downloads or expiry of content available to the User.

The User undertakes to ensure and uphold these Terms and Conditions as set by RTR.

21. The nature of the products and services offered by the RTR website prohibits any form of refund to the User.

22. RTR has the right to cancel any order placed.

In this event, RTR shall undertake to credit the User if they have already made payment.

23. RTR has the right to terminate a User's profile at RTR's sole discretion, without any liability to the User, or any Third Party.

24. RTR will not be liable or responsible for any failure to perform, delay in performance of, any other obligation as a result of events 'force majeure', which includes events outside of RTR's control.

These events include, but are not limited to changes to education policies, legislation, viruses and cyber-attacks, power failures, servers or premises.

25. The User warrants that the products purchased and downloaded from RTR are suitable for their purposes.

NOTE: RTR provides the User a preview of the content of each product.

Therefore, RTR takes NO responsibility for personal preferences related to the content of its products once the User has purchased and downloaded the products.

26. RTR may utilize website links as part of their product offering, and have made every effort to make these appropriate, and relative, to the materials provided.

However, RTR has NO responsibility for the content of the linked websites and to the User's personal preferences.

27. The User specifically agrees to indemnify, defend and hold RTR and its affiliates harmless from and against any and all liability, losses, costs, claims and expenses incurred directly or indirectly (including reasonable legal fees) incurred in connection with or arising from these Terms and Conditions.

28. RTR recommends that the User periodically downloads and prints these Terms and Conditions for future reference.