



## **Terms and Conditions**

### **Acceptance of Terms**

StraightTalkWithNolan (Pty) Ltd provides outstanding services made available through the webpage [www.straighttalkwithnolan.com](http://www.straighttalkwithnolan.com) and <http://transform.bethebestversionofyourself.co.za/>

The services the Company provides to you through the Site are expressly and unconditionally subject to the following Terms and Conditions. The Company reserves the right to update the Terms and Conditions at any time and without notice to you. The Terms and Conditions are applicable to and govern your use of any Services or Content (as defined below) made available on the Site or as made available on any other website to which you are directed to through a hypertext link or other link provided by the Company on the Site. Please be aware that any website to which you are directed to a hypertext link or other link provided by the Company on the Site may contain separate terms and conditions or other policies that may be different from StraightTalkWithNolan (Pty) Ltd.

### **Description of Services**

Through the Site, the Company provides you with access to and the ability to purchase and receive services and other information, subject to certain membership enrolment requirements. The Services include,

- Be the BEST version of YOURSELF™ online
- Teens/Youth Coaching Program
- Transformational Speaker
- Transformational Coach
- Inspirational Stories

### **Notice specific to Documents and other information posted on the site**

As mentioned above, the Site and its related properties provide certain users with the opportunity to participate in one or more Services provided. The Company grants permission to view and access the relevant website content (such as videos, PDF files, FAQ's, images, press releases, etc.). The videos are not downloadable. Your use of the Content made available through the Site is for informational and non-commercial/personal use. Distribution of the content outside the site requires the Company's express written permission. Use for any other purpose is expressly prohibited by law and may result in severe criminal penalties.

The above-specified Content does not include the design or layout of the Site or any other material owned, operated, licensed or controlled through the Site. Elements of the Site are protected by copyright and trademark. No logo, graphic, sound or image from



this Site may be copied or retransmitted unless expressly permitted in writing by the Company.

In no event shall the Company and/or its respective affiliates, service providers and suppliers be liable for any indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, arising out of or in connection with the use, dissemination, viewing, response to or performance of any Content, information, product, data, graphic image or other media represented on the site.

The Content, information, listings, postings, communications and related graphics published or otherwise disseminated or viewed in connection with the Services could include technical inaccuracies, typographical errors, or misstatements of condition, quality or otherwise. The Company is not responsible for, and makes no representations, warranties or assurances concerning information posted on the Site in any manner.

#### **Limitation of Liability for Services made available on the Site**

In no event shall the Company and/or its respective agents, affiliates, service providers or suppliers be liable for any actual, special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, arising out of or in connection with the use of, transaction with third parties based on postings, listings, Content or other information available through or in connection with the Services accessible through the Site. You expressly agree that the laws of the Republic of South Africa, without regard for any applicable conflict of laws principles, shall apply to any dispute concerning your use of the Services, Content or any other matter related to the Site. You further expressly agree and consent to the exercise of personal jurisdiction in the Republic of South Africa for any dispute concerning your use of the Services or Content relating to the Site. You additionally expressly agree to and consent to a court of competent jurisdiction located in Republic of South Africa as providing the exclusive venue for any dispute concerning your use of the Services and Content, relating to the Site.

#### **Member Account, Password and Security**

If any of the Services requires you to open an account, you must complete the registration process by providing the Company with current, complete and accurate information as prompted by the applicable registration form. You may also be required to select a password and username. You are solely and entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify the Company of any unauthorized use of your account or any breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Company or another party due to



someone else using your account or password. You may not use the account or password of any other member or user of the Services made available on the Site.

### **No Unlawful or Prohibited Use of Content and Services**

As an express condition of your use of the Services and Content made available on the Site, you agree not to use the Services and Content for any purpose that is unlawful or prohibited by the terms, conditions, and notices issued by the Company that are related to Site. You may not use the Services and/or Content in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the Services and/or Content. You may not attempt to gain unauthorized access to any Services, Content, other accounts, computer systems or networks connected to any server or to any of the Services and/or Content, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any deceptive means or acts of misrepresentation, falsehood or fraud through use of the Services and/or Content.

### **Use of Services and Content Made Available on the Site**

The Services and Content made available to you may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages and/or other message or communication facilities designed to enable you to communicate with others. You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
3. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another's computer.
4. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to for the same;



5. Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
6. Advertise or offer to sell or buy any goods or services through acts of deception, misrepresentation, fraud, or through the nondisclosure or withholding of material information related to the offered, sold or purchased goods or services.
7. Use any material or information, including images or photographs, which are made available through the Services and/or Content in any manner that infringes any copyright, trademark, patent, trade secret, or other propriety right of any party.
8. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
9. Violate any code of conduct or other guidelines that may be applicable for any Communication Service.
10. Restrict or inhibit any other user from using and enjoying the Communication Services.
11. Collect information about others, including e-mail addresses.
12. Violate any applicable laws or regulations.
13. Use download or otherwise copy, or provide (whether for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof; and
14. Create a false identity for purposes of misleading others.

The Company has no obligation to monitor the Communication Services or material posted on, listed on or otherwise disseminated through the Services. The Company, however, reserves the right to review materials posted to the Communication Services and to remove any and all material appearing on the Site with or without cause in its sole and absolute discretion. The Company further reserves the right to terminate your access to any or all the Communication Services at any time, without notice, for any reason whatsoever.

The Company always reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, appearing on the Site in its sole and absolute discretion.



### **Materials Submitted to or Posted on the Site**

The Company claims ownership and related rights to the Content, Services, graphical design, layout and related aspects of the Site. The Company does not claim ownership of the materials, information, posting, listings or other information provided to the Site (including feedback and suggestions) or posted, uploaded, or submitted by third party users and/or members in connection with any Services, Content, Communication Services or associated services made available to the general public, members, or site visitors.

No compensation or commission will be paid by or otherwise owed by the Company to you with respect to the use of the Services.

### **Notices and Procedures for Making Claims of Copyright Infringement**

StraightTalkWithNolan (Pty) Ltd respects the intellectual property rights of others, and we ask our individuals using StraightTalkWithNolan sites to do the same. If you believe that your copyrighted work has been copied and is accessible on our Web site in a way that constitutes copyright infringement, please send a Notice to our Copyright Agent providing the following information:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf
- A description of the copyrighted work that you claim has been infringed and a description of the infringing activity
- A description of where the material that you claim is infringing is located, such as the URL where it is posted
- Your name, address, telephone number, and email address
- A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law

A statement by you, made under oath, that the above information in your Notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

StraightTalkWithNolan (Pty) Ltd Copyright Agent for Notice of claims of copyright infringement can be reached as follows.



**Note:** This contact information is solely for reporting copyright infringement.

Company Name	StraightTalkWithNolan (Pty) Ltd Registration Number 2019/563209/07
Company Address	7 Linnet Street, Farrarmere, Benoni, 1501
Contact Details	Mr Nolan Pillay – CEO and Founder Mobile: +27 62 556 7817 Email: <a href="mailto:nolan@straighttalkwithnolan.com">nolan@straighttalkwithnolan.com</a> Website: <a href="http://www.straighttalkwithnolan.com">www.straighttalkwithnolan.com</a>