

# TERMS and CONDITIONS

**In these Terms and Conditions the following words and phrases shall have the following meanings:**

"Customers" or "Clients" means any purchaser of the Music from Us; "Download" means the electronic download of the Music from Our Website to Your PC or other electronic device now or in the future capable of downloading the Music in exchange for payment from You to Us; "Music" means the music; music and lyrics, compositions and sounds that we allow you purchase via Our Website or via Our Store under the terms specified in this document; "Price" means the price of the Music that You pay to Us; "Store" means the premiseS;  
"Us; We; Are" means Riaan Steyn Music CC trading us Traxtudio;  
"Website" means [www.traxtudio.co.za](http://www.traxtudio.co.za) or [www.riaansteyn.co.za](http://www.riaansteyn.co.za) ; and "You; Your" means the Customer or Client.

## **1. Use of Site**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

## **2. Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

## **3. Use of backing tracks purchased from Traxtudio Music Productions**

All backing tracks available on <http://www.traxtudio.co.za> and <http://www.riaansteyn.co.za> are not the sole property of Traxtudio Music Productions. Some of the backing tracks have been produced, and are owned,

by other music production houses (in Southern Africa). Traxtudio Music Productions pays the latter in full their respective for every single backing track provided. The applicable music rights remains the property of the music production house that provides the backing tracks to Traxtudio Music Productions. Traxtudio Music Productions also pays the under mentioned music rights associations in Southern Africa for the use of backing tracks from other music production houses in full their respective.

Traxtudio Music Productions pays the necessary music rights and royalties to SAMRO (South African Music Rights Association), SARRAL (South African Recording Rights Association Limited) and NORM (National Organisation for Reproduction Rights in Music in Southern Africa Limited) on a monthly basis for every backing track that is sold and produced by Traxtudio Music Productions.

All backing tracks for private use only.

No backing track may be used for recording purposes.

No backing track may be reproduced or copied in any form.

Traxtudio Music Productions is not liable, in any way, for any illegal use of a backing track provided by Traxtudio Music Productions.

#### **4. Our Rights**

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavors to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

#### **5. Privacy Policy**

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

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 that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

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.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that

you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail to [admin@riaansteyn.co.za](mailto:admin@riaansteyn.co.za)

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.

## **6. 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.

## **7. Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **8. Product availability**

Only electronic orders that has been received before 15H00 (GMT+2), weekdays (Monday – Friday), will be processed the same day before 17h00 (GMT+2).

Orders that are received after 15h00 (GMT+2) will only be processed the next working day.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Traxtudio Music Productions will contact you via email and provide a revised shipping schedule.

## **9. Delivery Policy**

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions.

Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this

website.

Only electronic orders that has been received before 15H00 (GMT+2), weekdays (Monday – Friday), will be processed the same day before 17h00 (GMT+2).

Orders that are received after 15h00 (GMT+2) will only be processed the next working day.

Order processes:

There are one payment option: EFT/Direct Deposit.

Order processing will not begin until we receive a confirmed order and full payment.

Only electronic orders that has been received before 15H00 (GMT+2), weekdays (Monday – Friday), will be processed the same day before 17h00 (GMT+2).

Orders that are received after 15h00 (GMT+2) will only be processed the next working day.

If the backing tracks must be e-mailed to you, please ensure that your mailbox can accommodate 5MB+ per backing track.

In some circumstances a hyperlink will be sent to your e-mail address. Right click the download link to the right of the hyperlink and select the following command:

Internet Explorer - Save Target As...

Firefox - Save Link As...

Safari - Download Linked File As...

Google Chrome - Save Link As...

## **10. Refunds/returns Policy**

The content and service is provided on an "as is" basis. All songs are in the original key of the performing artist, but can be shifted according to your needs at the specified rate. Please be aware that we make professional re-recreations of tracks. Please note that not all backing tracks contains backing vocals. All tracks are in mp3-format and recorded between 128 kbps and 192 kbps. No MIDI tracks will be made available. Under these terms of sale we cannot issue refunds.

We cannot refund songs that have been purchased by the customer in error.

However should the purchased track be damaged (e g: CD fault/missing track/wrong track posted by Traxtudio) we will issue a full refund within 7 days of purchase.

Note: Traxtudio Music Productions recommends that you use Speed Services Couriers (South African Postal Services) for all returns as it offers shipment tracking through a 24 hours customer helpline. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost then no refund or return will be considered.

International customers should make use of a courier that offers:

1. Shipment tracking
2. Insure your package for safe return and declare the full value of the shipment failing which loss or damage will be for your account.

## **11. Payment Options and Pricing**

All transactions will be processed in South African Rands (ZAR).

Traxtudio Music Productions endeavours to offer you competitive prices on current products; you're total order price will include the price of the purchase plus any applicable sales tax and shipping charges (on the day of shipping). Traxtudio Music Productions reserves the right to change pricing at any time without prior notice.

**EFT (Electronic Fund Transfer)**

One of the most widely used ways of sending money online. Follow instructions on <http://www.traxtudio.co.za>

**Banking Details:**

Bank ABSA BANK LIMITED  
Branch Code 632005  
Account Name TRAXTUDIO  
Account No. 4066322482  
Account Type CHEQUE

**Direct Deposit**

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please fax through your deposit slip to us on +27 (0) 86 555 4714 to ensure your payment is confirmed and order shipped as quickly as possible.

**Banking Details:**

Bank ABSA BANK LIMITED  
Branch Code 632005  
Account Name TRAXTUDIO  
Account No. 406 6322 482  
Account Type CHEQUE

**For more information about how to order, special order requirements and other payment options, please contact our Support Team on Fax +27 (0)86 555 4714 or e-mail [admin@riaansteyn.co.za](mailto:admin@riaansteyn.co.za)**

**PRICING:**

**Price of the Backing Tracks:**

All prices for the backing tracks are subject to change at any time. No backing tracks or hyperlink(s) will be e-mailed and or posted without payment being received in full.

The price of the backing track and the associated costs shall be stated before any money is transferred, and unless otherwise so stated shall be inclusive of all charges for packaging, shipping carriage and delivery of the backing track to the delivery address.

**BACKING TRACKS SENT VIA E-MAIL:**

Payment via EFT: R160,00 (ZAR) PER BACKING TRACK

**BACKING TRACKS SENT VIA MAIL:**

**SOUTH AFRICAN CLIENTS:**

Payment via EFT: R160,00 (ZAR) PER BACKING TRACK  
Please add R100,00 POSTAGE FEE

*Please allow 2-3 working days for national mail (South African Post Office). You will receive a tracking number via e-mail. You can track your order online [here](http://oraweb.sapo.co.za/track_trace/owa/tt_history.main).*  
[http://oraweb.sapo.co.za/track\\_trace/owa/tt\\_history.main](http://oraweb.sapo.co.za/track_trace/owa/tt_history.main)

**INTERNATIONAL CLIENTS:**

Payment via EFT: R160,00 (ZAR) PER BACKING TRACK  
Please add R450,00 POSTAGE FEE

*Please allow 8-10 working days for international mail.*  
International clients, please click [HERE](#) for currency conversion to SOUTH AFRICAN RAND (ZAR). <http://www.xe.com/ucc>

**12. 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).

**13. Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

**14. Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

**15. Consent**

I understand that all the designs and trademarks are registered to Traxtudio Music Productions and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Traxtudio Music Productions for any civil action or any legal action deemed necessary against me.

## 16. Contact Details

Postal address:

Traxtudio Music Productions

PO Box 720

Welgemoed

7538

Cape Town

Republic of South Africa

Email address:

General Inquiries: [info@riaansteyn.co.za](mailto:info@riaansteyn.co.za)

Administration and orders: [admin@riaansteyn.co.za](mailto:admin@riaansteyn.co.za)

Studio: [traxtudio@riaansteyn.co.za](mailto:traxtudio@riaansteyn.co.za)

Phone numbers:

South African Clients: 0834781107

International Clients: +27 (0) 834781107

Fax numbers:

South African Clients: 086 555 4714

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.