

# TERMS AND CONDITIONS

## Introduction

The Cross Trainer Online Shop, can be accessed via [www.thecrosstrainer.co.za](http://www.thecrosstrainer.co.za), related mobile sites and applications ("the site"). The site enables buyers to shop for items including apparel, shoes and accessories by selected local and international brands ("the products") online and have them delivered to your nearest Pargo Collection Point within South Africa. All visitors to the site ("users" or "you") will be able to see the products on offer, but only those who have registered for an account on The Cross Trainer ("account holders" or "you") are able to buy.

## Legally binding contract

All users and account holders, including those that buy from the site ("buyers") are bound by these terms and conditions ("T&Cs"). By registering, or using the site at all, you recognise that you've read, accepted and agreed to be bound by these T&Cs. Should there be any clause in these T&Cs that you do not understand, the onus is on you to ask The Cross Trainer to please explain the relevant clause to you before you accept the T&Cs by using or buying from the site.

## With whom are you entering into a contract?

The site is owned and run by The Cross Trainer, a division owned by FRAME LEISURE TRADING (Pty) Ltd, registration number 2002/014728/07, a company incorporated in the Republic of South Africa (herein after referred to as "The Cross Trainer"). More information about The Cross Trainer is available at the end of these terms and conditions.

## Products and availability

Please note that the stock of all items on offer is limited. The Cross Trainer will make all reasonable attempts to ensure that special offers are brought to an end when stock runs out. Due to the exclusivity of products on offer, there will be no alternatives made available, in the event that quantities are depleted. If it happens then The Cross Trainer will inform you stock is sold out, The Cross Trainer will inform you via email and you'll be entitled to a reimbursement for the Rand value you have paid for such product. This is described in more detail under The Cross Trainer Help section.

More simply put:

The Cross Trainer is an awesome online fashion store, but there are some rules. One, you need to register to shop. Two, there are terms and conditions and when you use the site, we take that to mean that you've read, understood and accepted them. Three, as in all the best stores, products do sell out, especially when they're on special. Should this happen to you, you'll be refunded the exact Rand value you paid.

## Buying products

- The site allows you, the user, to place electronic orders ("order") for one or more products on offer as long as such products are available and not sold out.
- A purchasing contract ("sale") between you and THE CROSS TRAINER only comes into effect once you have fully completed AND submitted the online order form for one or more products in your shopping cart ("cart") AND your payment has been authorised by THE CROSS TRAINER (or has been received into THE CROSS TRAINER bank account).
- The above is dependent on the product being available.
- Products on THE CROSS TRAINER cannot be reserved to be bought at a later stage, and placing an item in your cart without completing the order does not amount to a "sale".
- This means that THE CROSS TRAINER may remove any product(s) from your cart before the sale actually takes place, in the event of the product going out of stock.
- THE CROSS TRAINER cannot be held responsible if the product(s) you added to **your cart have** become unavailable when you try to complete the sale.
- A tax invoice will be emailed to the email address on your THE CROSS TRAINER profile. A delivery note will be included with your order – please note that no prices are visible on the delivery note.

More simply put:

It's easy. You add products to your cart, submit your order and soon as we've received your payment, we have a deal. There's just one thing: to give everyone a fair shot at shopping on THE CROSS TRAINER, we cannot reserve the products in your cart. Best check out before someone else does.

## **Cancelling and ending orders**

- THE CROSS TRAINER reserves the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you.
- THE CROSS TRAINER will be liable for reimbursing you the rand value paid only if you have already paid for the cancelled order. You have the right to return non-defective products purchased within 14-days of the order being delivered.

More simply put:

Sometimes things don't work out and an order has to be cancelled. If that happens we'll be sure to let you know. And sometimes what you bought isn't exactly what you wanted. No problem. Returns are free within 14 days and we'll refund you.

## **Fraud**

- THE CROSS TRAINER reserves the right, in the interest of preventing fraud, to refuse the processing of payment for any order and/or to cancel any purchase, partially or completely.
- THE CROSS TRAINER may request documentation to complete the necessary fraud checks and cancel any order where the necessary documentation is not provided in a timely manner.
- In the event of a fraudulent purchase being placed on THE CROSS TRAINER, cardholders will be advised to initiate a chargeback via their bank in order to be refunded.  
THE CROSS TRAINER does not process refunds for orders suspected of fraud.
- THE CROSS TRAINER does not provide order details relating to orders suspected of fraud.

More simply put:

The f-word. Fraud happens. We're pretty sharp when it comes to sniffing it out, and our response is simple and effective: do the checks, cancel the order, bye.

## **Product Pricing**

The price of each product is given on the product information page ("the product page") on the site.

### **The Regular Retail Price**

- The Regular Retail Price ("RRP") is the standard price that THE CROSS TRAINER charges for the product. The RRP is determined by considering the suppliers' price, market conditions, and the prices being offered by other local retailers.
- When a product is not on sale, on special, or included in a discount promotion, the RRP is the price you will pay when you purchase the product ("purchase price").
- Please note that RRP's can change over the course of several seasons over which the product may be sold. The RRP's applicable at the time the product is introduced may differ from the RRP at the time of your purchase.

### **The Discount Price**

- When THE CROSS TRAINER is having a sale, has products in an OUTLET store, or is running a discount promotion on specific products on the site – the discount price is shown on the product's product page, as well as the Regular Retail Price ("RRP"). The discount price will be shown and the RRP will be shown alongside it – but will be crossed out.
- When a discount price is shown on the product page, the discount price is the price you will pay when you add the product to your cart at the discounted price, and conclude the sale at the discounted price i.e. the purchase price.

### **Pricing accuracy**

- Every reasonable effort will be made to ensure that the RRP and, if applicable, the Discount Price of all products on THE CROSS TRAINER are correct at the time of your purchase. If, however, the product is offered at an erroneous price, THE CROSS TRAINER will not be obliged to supply the said product at the incorrect price.
- THE CROSS TRAINER will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct price.

More simply put:

We try to offer the best prices we can on all our products. From time to time, products are discounted – when we have a sale, when products are moved into the Outlet store, and when we run a promotion. Products on sale and in Outlet display both the original price and the discounted price. However, when products are discounted during a promotion, the amount you save is displayed at checkout after you enter a voucher code. Please note that the only way to be refunded for an incorrectly priced product is if you cancel the sale.

## **Delivery fees**

THE CROSS TRAINER has one delivery option

### **Standard Delivery**

- For orders of R500 or more, THE CROSS TRAINER delivers free of charge within South Africa, to a PARGO Collection Point nearest you.
- For orders under R500, THE CROSS TRAINER charges a non-refundable R50 fee, for delivery to a PARGO Collection Point nearest you
- THE CROSS TRAINER does not deliver to PO Box addresses.
- Every reasonable effort is taken to ensure that the delivery costs displayed on the site are correct at the time of your purchase. However, if a delivery fee is incorrectly displayed, THE CROSS TRAINER will not be obliged to deliver products at an incorrect delivery fee. THE CROSS TRAINER will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct delivery fee.

More simply put:

Free delivery is something we're really proud of. The only cases where delivery is not free is (a) when the total value of your order is less than R500 (delivery cost: R50).

## **Making a payment**

You can pay on THE CROSS TRAINER using your Visa or MasterCard credit or debit card, via Electronic Funds `transfer (EFT)

### **Credit card Payments**

- THE CROSS TRAINER accepts payments made by Visa and MasterCard Credit Cards as well as chipped debit cards that have been activated for online purchases.
- When you place an order, the transaction details are presented to the bank for authorisation of the payment amount.
- If authorisation is not obtained, the order is cancelled. If authorisation is obtained, payment is usually immediate. You guarantee that you are fully authorised to use the credit card for payment of your order and that there are sufficient funds in this credit card account to cover the costs of any transactions you complete on THE CROSS TRAINER

### **EFT Payments**

#### ***Instant EFT***

Instant EFT payment is available to all Nedbank, Standard Bank, Capitec, FNB and Absa customers. These payments are processed immediately and provide a secure transfer for immediate payment.

1. How does it work?

- ·Select your Bank
- ·Login using your internet banking credentials
- ·Upon successful payment your order status will be updated immediately.
- ·There is no need to enter THE CROSS TRAINER banking details or order reference number
- ·The automated process will navigate and populate the relevant fields on your behalf in the background
- ·Select an account to pay from and enter a reference for your records
- ·Your bank will send you an OTP or mobile authentication to your mobile phone to verify the payment
- ·Enter OTP or accept the authentication message
- ·Payment is complete

## 2. How long do you have to wait?

- Your order status will be updated immediately
- There is no need to send through a proof of payment
- There is no need to wait for funds to reflect in the sellers account

## 3. Is it safe?

- Instant EFT guarantees the highest levels of security when paying online
- Instant EFT has a Thawte EV SSL encryption certificate which gives our payment processing service an extremely high level of security
- Instant EFT acts as a proxy between you and the bank to facilitate a faster, safer and easier payment process for both the buyer and the seller
- Your online banking login details are NOT stored

### **Manual EFT**

- Please note, when selecting to pay by EFT, you have 24 hours post placing your order to make the payment.
- When making your payment, please be sure to use your order number as the beneficiary reference. This will ensure that THE CROSS TRAINER can process your order as quickly as possible.
- THE CROSS TRAINER will start processing your order as soon as your bank forwards the payment to THE CROSS TRAINER. Depending on the bank, it can take up to 3 days from the time you make the payment (which has to be done a maximum of 24 hours after placing the order) to when it appears in our bank account.
- The delivery lead time as specified on the site only starts once THE CROSS TRAINER has received the payment from your bank.

More simply put:

So many ways to pay: credit and debit cards and EFT. The usual rules apply. Credit and debit card payments require authorisation from your bank. With EFT payments you have 24 hours to pay after placing your order, and we can only process your order once the money's literally in the bank.

## **Delivery**

### **Standard Delivery**

- As buyer, you indicate where in South Africa you require delivery, as well as contact numbers to be used in connection with delivery.
- In the case of door-to-pick-up-point delivery, your order will be delivered to your selected Pick-up-point.
- In the case of door-to-pick-up-point delivery, if the parcel is not collected within 8 calendar days of being delivered, the parcel will be returned to our warehouse and a return will be processed for the goods. You will be contacted in order to confirm the refund method you would prefer.
- Unless we inform you otherwise, before you place your order and before the final confirmation, the estimated maximum delivery time for an order in South Africa – either door-to-door, door-to-post office counter or door-to-pick-up-point - is 10 working days.
- As outlined above, all THE CROSS TRAINER standard deliveries take place during business hours i.e. there are no deliveries over weekends or on public holidays. Please take this into consideration when selecting your delivery address.

### **Delivery completed**

- In the case of door-to-pick-up-point delivery, the delivery is considered complete when the parcel is successfully delivered by Pargo to the Selected drop off or to the applicable Pick up point.
- It is your responsibility, as buyer, to ensure that you or the intended receiver of the gift (when applicable) inspect(s) the parcel on arrival and makes known any justifiable complaints. The receiver has the right to refuse the parcel if it appears to have been opened or if it has clearly been damaged.
- Such complaints and claims must be brought to the attention of THE CROSS TRAINER by calling our call centre at 011 784 7324/5/6 (Monday to Friday, 08:00 to 17:00 and Saturdays, 09:00 to 13:00).

### **Lost parcels**

- In the event that a parcel is declared missing, should stock be available a replacement order will be sent to the customer via the intended original delivery method.
- If stock is not available, the order (at Rand value paid) plus any relevant delivery fee will be refunded.
- THE CROSS TRAINER will contact the customer in both cases to advise possible delays and/or preferred refund method.

More simply put:

We get your parcel to you: we deliver to a convenient Pick-up point. Based on the address you enter during the checkout process, we will display the delivery options available in your postal code. Pick-up-point deliveries not collected after 8 days will be returned to the warehouse. In all cases please take extra care when you enter your delivery address. In the rare event of a lost parcel, a replacement order will be delivered if the item/s you ordered are in stock, or a refund processed if they're not.

### **Defective items, returns and reimbursement**

- If you are dissatisfied with your purchase due to a defect, incorrect product choice or other reason, you may return it to THE CROSS TRAINER within 14 days of delivery, by the same delivery method which the parcel was received. If you are based in South Africa, you can either receive a THE CROSS TRAINER account credit or a refund, or have the product repaired or replaced, depending on the situation.
- In the case of a damaged or incorrect item having been delivered, THE CROSS TRAINER will evaluate each case and issue a refund upon proof of the damaged/incorrect item.
- Find more information on THE CROSS TRAINER's Help section on Delivery and Returns

More simply put:

If you don't like it, return it. If it's the wrong size/colour, return it. If it is defective, return it. Do it within 14 days, and it's not just free, but we'll either refund you, or replace the product if stock is available.

### **Sales records**

Complete records of each transaction between you and THE CROSS TRAINER are kept on the site for 12 months after a particular purchase or related transaction. During this time, you'll be able to view and print out these records. After the 12-month period the responsibility of keeping such record falls onto you.

More simply put:

Your order history is available on site for 12 months after purchase.

### **Competitions & Promotions**

THE CROSS TRAINER may release printed or digital discount coupons ("coupons") from time to time. Such coupons may be available through the website and/or from third-party websites, in magazines and other media. Coupons can be used to secure a discount on the site as long as the coupon is valid. Given expiry dates cannot be moved.

More simply put:

Every time we offer a promotion or discount, send you a voucher or run a competition, we are obliged by law to publish the terms and conditions on THE CROSS TRAINER website, meaning right here. Please check these for details of exclusions, closing dates and refunds on returns.

### **Promotional coupons**

- Promotional coupons are issued at THE CROSS TRAINER 's discretion. Users don't have the right to promotional coupons and can't earn them.
- Promotional coupons are issued with specific terms and conditions that regulate how and when they can be used. For example, certain coupons may be product specific in that they are only valid against a selected group of products. Exclusions may also exist with certain coupons e.g. not valid on items in OUTLET. The onus is on the shopper to check the full coupon T&Cs to ensure they understand the coupon's applications and limitations.
- In general, unless otherwise specified on the coupon itself: a coupon is only valid for 30 days from date of issue. A coupon can only be used against a purchase on the site when the purchase meets the terms and conditions as specified on the coupon.
- Only one coupon can be used per shopping cart. Coupons are not transferrable and cannot be exchanged for cash. The discount value of the coupon will be deducted from the total amount in your shopping cart. The remaining balance, if any, must be paid by you.
- Creation of multiple THE CROSS TRAINER accounts, with different email addresses, in order to utilize a coupon on multiple occasions, is abuse of the benefit and THE CROSS TRAINER reserves the right to not release these orders.
- **Should you wish to return an item you have purchased using a coupon:**
  - a. If you have redeemed a coupon against a purchase, and you'd like to return all items purchased, THE CROSS TRAINER will refund you or credit your account with the rand value of the purchase. Please refer to the specific terms and conditions on the coupon for information on whether it will be reinstated and the terms that will apply.

b. If you have used a coupon against a purchase and then return some of the products purchased, THE CROSS TRAINER will apportion the value of the coupon across the relevant items in the cart and then refund you the relevant amount based on the items being returned.

c. If you have used a coupon against a purchase and then return some of the products purchased, THE CROSS TRAINER will recalculate the total value of your purchase AFTER the returned product(s) has/have been deducted. If the recalculated purchase value no longer meets the terms and conditions associated with the coupon, THE CROSS TRAINER reserves the right to deduct the value of the coupon off the refund for the returns, or, should you have credit in your THE CROSS TRAINER account, to debit the value of the coupon off your account balance.

### **Order value must exceed R500 after discount for free delivery.**

Promotional coupons cannot:

- Be used to buy gift vouchers
- Be exchanged for cash
- Be transferred to anyone else
- Be used after the expiry date which is, unless otherwise specified, 30 days from date of issue
- Be used together with any other promotion, including against items in OUTLET, items already on sale or items discounted as part of another promotional offer.

End-of-Season Sale:

- The End-of-Season Sale runs across THE CROSS TRAINER 's website, mobile, iOS and Android App.
- The promotion is valid between the dates published for each end-of-season sale or while stocks last.
- Order value must exceed R500 for free delivery.
- Please note items in your cart are not reserved until you have checked out.
- Please note that promotional coupons are not valid on sale items.
- Returns will be refunded at the amount value paid.
- THE CROSS TRAINER reserves the right to stop the promotion at its own discretion.
- THE CROSS TRAINER Day runs across THE CROSS TRAINER's website, mobile, iOS and Android App.
- The discount is only applied once the shopper redeems the voucher code at checkout.
- Order value after discount applied must exceed R500 for free delivery.
- Returns of products to which the 25% discount was applied will be refunded at the actual amount value paid.
- THE CROSS TRAINER reserves the right to stop the promotion at its own discretion.

### **Gift Vouchers**

Electronic gift vouchers can be purchased on THE CROSS TRAINER website. THE CROSS TRAINER gift vouchers can only be redeemed while they are valid. Their expiry dates cannot be extended.

Vouchers cannot be:

- used to purchase other Gift Vouchers;
- used towards purchases at any affiliate website or
- exchanged for cash

General terms of THE CROSS TRAINER gift vouchers:

- Gift voucher value can be set by you, to any value between R50 and R10 000.
- The chosen value must be in rands, no cent values are permitted.
- You may use more than 1 gift voucher per transaction, should you wish to.
- If a gift voucher is used to purchase a cart that is of lower value than the voucher, the residual amount will be tied to the voucher code.
- You can check the balance of a gift voucher within your user account section.
- If you have a gift voucher, that voucher can be used by someone other than you and you can assign your rights to use that voucher. We assume no liability for the loss, theft or illegibility of gift vouchers.
- You may purchase gift vouchers for use on the Site by yourself or as a gift. These gift vouchers will be sent to you or your chosen recipient via email.
- Gift vouchers cannot be used to buy further gift vouchers.
- The credit of a gift voucher does not accrue interest nor does it have a cash value.
- Gift vouchers are not refundable for cash once purchased.
- If the credit of a gift voucher is insufficient for the Order you wish to make, you may make up the difference through either Credit Card, EFT, Snap Scan or store credit.

More simply put:

An electronic gift voucher is an awesome gift. But note these important points: (a) gift vouchers have expiry dates – make sure you shop while the voucher is valid; (b) you cannot use your gift voucher to buy other gift vouchers and (c) you cannot exchange a gift voucher for cash. That's it. It's still a really smart and effortless way to do gift-shopping.

## **Security**

- Anyone downloading or trying to download malware or damaging coding on this site, or who tries to gain unauthorised access to any page on this site, will be prosecuted.
- THE CROSS TRAINER will claim civil damages from such person if THE CROSS TRAINER suffers any damage or loss.
- You agree and guarantee that the username and password you use to log in is for your personal use only, and will not be passed on to any third party.
- You allow THE CROSS TRAINER to take all steps reasonably possible to ensure the integrity and security of the site and in the administrative office.
- All credit card transactions on the site are protected by SSL (Secure Socket Layer) encryption and reinforced by various encryption processes with the aim of offering the most effective possible protection of any sensitive information. THE CROSS TRAINER, has no access to any confidential information regarding your payment method.
- Only THE CROSS TRAINER 's banking partner will access confidential information (Such as your credit card number, expiry date, CVV etc.) from time to time.
- THE CROSS TRAINER 's registration documents and the registered domain name are verified and underwritten by Thawte.

More simply put:

Shopping on THE CROSS TRAINER is safe and secure and we care a great deal about keeping it that way. That means if anyone tries to hack our site, they will have their day in court.

## **Indemnity**

THE CROSS TRAINER is responsible for adhering to the Consumer Protection Act 68 of 2008 ("CPA") with the sale of any products from the site. Similarly, THE CROSS TRAINER is responsible for adhering to articles 43(5) and 43(6) of the Electronic Communication and Transactions Act in terms of payment systems and security.

However, neither THE CROSS TRAINER nor any of its representatives will be held responsible for any loss or accountability of any kind that arises from the use of (or inability to use) this site, its services or content.

Furthermore, THE CROSS TRAINER provides no guarantee, implied or otherwise, that the content or technology attached to this website is free of errors or omissions. Nor is there any guarantee whatsoever that service will be 100% uninterrupted or faultless. We encourage you to report any possible malfunctions and errors by emailing [support@thecrosstrainer.co.za](mailto:support@thecrosstrainer.co.za).

Otherwise call the call centre at 011 784 7324/5/6 (Monday to Friday, 08:00 to 17:00 and Saturdays, 09:00 to 13:00).

Although the products on the site may be under guarantee, the site itself is offered on an "as it is" basis and is not set up or delivered according to your individual specifications.

It is your responsibility, before accepting these T&Cs, to determine whether the service available through this website satisfies your individual needs and is compatible with your hardware or software. Information, ideas and opinions expressed on this web site should not be regarded as professional advice, or as THE CROSS TRAINER's official stance.

We encourage you to obtain professional advice before taking any action on the strength of information, ideas or opinions expressed on this site.

More simply put:

Bear in mind that by using our site you agree to accept our terms and conditions, and please use the site responsibly. Also if you don't like the trends for next season or the way our fashion team suggests you wear a key item, please feel free to ignore it.

## **Applicable Laws**

- This site is offered, controlled and run from the Republic of South Africa. As Such it is governed by South African legislation, and subject to the disputes clause in these T&Cs.
- You and THE CROSS TRAINER are subject to the non-exclusive jurisdiction of the South African courts. Each and every section of these terms and conditions must be read as individual and separable from the rest of the terms and conditions.
- Should any court or qualified authority find that any of the terms are invalid or unenforceable, the remainder of the terms and conditions will remain standing, despite invalidity or un-enforceability of an individual term.

More simply put:

Should one or more of these terms and conditions be found invalid by a court of law, it doesn't follow that the rest are invalid. We think that's what this means.

## **Privacy**

THE CROSS TRAINER website visitors, subscribers, registered account holders and shoppers are subject to the overarching privacy policy.

More simply put:

We have a policy for this and you can read it here.

## **Changes to Terms and Conditions**

THE CROSS TRAINER may, at its own discretion, change these terms and conditions or any part thereof. As indicated in the T&Cs, it is the responsibility of the registered account holder or user to familiarise yourself with the T&Cs before using the site. By registering, or using the site at all, you recognise that you've read, accepted and agreed to be bound by these T&Cs.

More simply put:

We can change these terms and conditions at any time, so please keep up.

## **Disputes**

Barring urgent or interim legal help that may be granted by a court of law: In the event of any disputes of any kind between you and THE CROSS TRAINER, arising out of any situation catered for in these terms or conditions (or that arises out of these terms and conditions) and that cannot be resolved by the client service centre, the dispute may be presented for confidential arbitration.

Such arbitration will be handled according to the rules stipulated by the Arbitration Foundation of South Africa.

Legal notice address

THE CROSS TRAINER elects as address for all purposes regarding these terms and conditions, whether for legal notices or serving of other communication documents of any kind, the following address:

6th Floor  
Office Towers, Sandton City Shopping Centre,  
Sandton  
Johannesburg  
Tel. 011 784 7324/5/6

An electronic copy is to be sent to [support@thecrosstrainer.co.za](mailto:support@thecrosstrainer.co.za). (Such copy must be delivered in conjunction with physical copy for serving to be effected.)

More simply put:

We hate a fight but if there is no other way to settle a dispute, the issue will be resolved through confidential arbitration

## **Terms and Discontinuation**

These terms and conditions take effect on the date of first publication of the website and continue indeterminately. They may be revised by THE CROSS TRAINER from time to time (as described above), for as long as the website continues to exist and be operated. THE CROSS TRAINER is entitled to terminate these terms and conditions or close down the website at any time, subject to processing any pending purchases.

If you don't meet your obligations regarding these terms and conditions, including any incidents about payment and price or an order, and you neglect to rectify such non-adherence within 5 working days after THE CROSS TRAINER has instructed you to do so, your access to the service will be blocked.

We have the right to close your account and deny you access to the site, depending on the severity of your actions. Such action on the part of THE CROSS TRAINER will not have any negative effect on any damages THE CROSS TRAINER may claim.

More simply put:

It is within our rights to shut down this website (but don't worry we have no plans to do so). It is also within our rights to block you from using our services, if your conduct violates these terms and conditions. In short, play dirty and you're out.

## **Copyright and other intellectual property**

Any and all copyright relating to the website, including these terms and conditions, is held by THE CROSS TRAINER (and partners). All rights not expressly given are reserved. You may download, view and print content from this site only for private and non-commercial ends. To obtain permission for commercial use of any content from this site, please send an email [support@thecrosstrainer.co.za](mailto:support@thecrosstrainer.co.za), or call the client service line: 011 784 7324/5/6. THE CROSS TRAINER is unable to edit or screen all content on the site, and will not be held accountable for illegal, libellous or obscene content. We advise you to inform THE CROSS TRAINER of any offensive or illegal material. All content, trademarks and data on this website, including but not limited to software, databases, text, graphics, icons, links, private information, designs and agreements, are the property of or under licence of THE CROSS TRAINER. As Such they are protected by local and international legislation and agreements.

More simply put:

The rights to everything on this site belongs to us although we don't mind sharing it with you as long as you don't use it for commercial ends. We won't be held accountable for illegal or obscene content on our site and we're pretty sure there isn't any. If you do find some please let us know; we'll remove it pronto.

## **Electronic communication**

When you sign up for a THE CROSS TRAINER newsletter, opt into marketing communication, register an account, conclude a purchase, visit the site or send an email to [support@thecrosstrainer.co.za](mailto:support@thecrosstrainer.co.za), you agree to get electronic communication from THE CROSS TRAINER.

More simply put:

Emailing will happen – when you register an account, shop on THE CROSS TRAINER, sign up for our newsletters or mail our support team.

## **Links, 'Framing', 'Spiders' and 'Crawlers'**

No person, business or website may be linked to any page on this site without prior written permission from THE CROSS TRAINER. Such permission can be obtained by sending an email to [support@thecrosstrainer.co.za](mailto:support@thecrosstrainer.co.za) or by calling the client service line at 011 784 7324/5/6.

Links to non-THE CROSS TRAINER sites given on this website are provided “voetstoots” and THE CROSS TRAINER does not necessarily agree with the content of such sites, which THE CROSS TRAINER is unable to edit or underwrite.

No person, business or website may use any technology to glean information from this site without prior written permission from THE CROSS TRAINER. Such permission can be obtained by sending an email to [support@thecrosstrainer.co.za](mailto:support@thecrosstrainer.co.za). or by calling the client service line at 011 784 7324/5/6.

More simply put:

Don't be linking our site to yours. At least not without asking first.

#### **www.thecrosstrainer.co.za corporate information**

The Electronic Communication and Transactions Act determines that when goods or services are provided via certain electronic transactions, the seller must make certain information public on the site where the goods or services are offered.

THE CROSS TRAINER information is as follows:

FRAME LEISURE TRADING PROPRIETARY LIMITED

Trading as THE CROSS TRAINER - Reg. Nr 2002/014728/07

Legal notice address:

FRAME LEISURE TRADING (PTY) LTD

6th Floor, Office Towers, Sandton City Shopping Centre,

Sandton

2146

Tel. 011 784 7324/5/6

Directors: The list of directors is available from CIPRO

Website: [www.thecrosstrainer.co.za](http://www.thecrosstrainer.co.za)

Official email address: [support@thecrosstrainer.co.za](mailto:support@thecrosstrainer.co.za).

PROATIA: The manual published in terms of article 51 of the Promotion of Access to Information Act 2 of 2000,

More simply put:

Important legal stuff. We've got it covered, basically.