

ALLAN BAGG MINISTRIES TERMS AND CONDITIONS OF SALE

Effective Date 21-11-2018

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE PURCHASE OF ANY GOODS AND OR SERVICES FROM ALLAN BAGG MINISTRIES

1. Definitions

- 1.1 "ABM" means Allan Bagg Ministries with NPO registration number 040-028-NPO;
- 1.2 "Goods or Services" relates to various messages taught by Apostle Allan Bagg and made available for purchase;
- 1.3 "Effective date" means the date in the heading of this agreement, which reflects the latest date upon which amendments have been made to the Terms and Conditions of Sale.
- 1.4 "Terms and Conditions" means the terms and conditions as set forth in this agreement, as amended from time to time. This document should be read in conjunction with the Privacy Policy and the Website Terms and Conditions, which are available on the Website.
- 1.5 "You", "Your" or "User" means any person who accesses this Website for any purpose;
- 1.6 "Website" means the website of ABM at URL www.allanbaggministries.org, www.thebaycfc.org or such other URL as ABM may choose to use from time to time.

2. Delivery Policy

- 2.1 Subject to availability and receipt of payment, requests will be processed within 14 days and delivery confirmed by way of an email and/or sms. The associated costs for courier and/or postage services will be borne by the purchaser.

3. Card Acquiring and Security

- 3.1 Card transactions will be acquired for ABM via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the Website. Users may go to www.paygate.co.za to view their security certificate and security policy.

4. Payment Options Accepted

- 4.1 Payment may be made via Visa and MasterCard using PayGate, Zapper (refer 3), or GivenGain (refer www.givengain.com) or an electronic banking transfer as follows:



Bank	Standard Bank
Branch	Helderberg
Branch Code	033012
Account Name	Allan Bagg Ministries
Account Number	072336137
Swift Code (International transactions)	SBZAZAJJ

Please use your name and surname as a deposit reference.

Please email proof of payment to: accounts@thebaycfc.org

- 4.2 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

5. Return and Refunds Policy

- 5.1 The provision of Goods/Services by ABM is subject to availability. In cases of unavailability, ABM will refund the client in full within 30 days.

6. Protection of personal information

- 6.1 The processing of any personal information is regulated by the ABM Privacy Policy, which is published on the Website.
- 6.2 For card details, which are entered separately by the client on PayGate's secure site, please refer to PayGate's website (www.paygate.co.za). These details are not stored by ABM.
- 6.3 For card details, which are entered separately by the client on Zapper's secure site, please refer to Zapper's website (www.zapper.com). These details are not stored by ABM.

7. Disclaimer

- 7.1 ABM makes no presentation or warranty, whether express or implied that any Goods/Services purchased will lead to specific spiritual, physical, emotional or mental results that the purchaser may be seeking.
- 7.2 ABM accepts no liability for any damages or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action, including but not limited to the failure to provide specific spiritual, physical, emotional, mental or technical results.

8. Indemnity

- 8.1 You agree to indemnify and hold ABM, its affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with, your access to or use of the Website, your conduct in connection with the Website,



or any violation of the Terms and Conditions or of any law or the rights of any third party.

9. Jurisdiction

- 9.1 These Terms and Conditions are governed by and construed in accordance with the law of the Republic of South Africa.
- 9.2 ABM chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, Section 3 Gants Centre, Fabriek Street, Strand, 7140, South Africa.
- 9.3 Any and all disputes, claims, and causes of action arising out of or connected to your access to the Website or participation in ABM's online community shall be resolved individually, without resort to any form of class action, and exclusively by mediation.
- 9.4 If a dispute requires mediation, the parties involved agree to submit their dispute to an agreed upon faith based and biblically sound organisation, whose findings will be binding.

10. General

- 10.1 These Terms and Conditions record the entire agreement between you and ABM in respect of your purchase of any Goods/Services from ABM.
- 10.2 If any provision of these Terms and Conditions is found to be invalid by any mediation or arbitration group or court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.
- 10.3 ABM's omission to exercise any right under these Terms and Conditions will not constitute a waiver of any such right.
- 10.4 ABM reserves the right to amend these Terms and Conditions without prior notice and it remains your responsibility to periodically check the Effective date and verify your continued agreement with the Terms and Conditions of Sale.
- 10.5 ABM Contact details for any queries:
Email: wisdom@allanbaggministries.org
Telephone: + 27 21 853 7771