

## **TERMS OF USE**

Please read the following terms of use relating to your use of this site, and all the sites listed below under my brand. By using these sites, you agree to these terms of use. We reserve the right to modify these terms at any time, so please check this page periodically for changes. By using these sites after we post any changes to these terms, you agree to accept those changes, whether or not you have reviewed them or been notified about them. If at any time you choose not to accept these terms of use, please do not use this site or any of our sites.

## **ABOUT US**

The ShaperFORMance and Interest questionnaires were developed after 30 years of working with clients in subject and career guidance. The questionnaires were developed by Liesl Bekker, a registered Educational Psychologist, specializing in career assessments and guidance. Liesl Bekker is the owner of this site and the author of these contents and will from now on be called "Provider". These terms of use apply to your use of all of the sites and services owned, hosted, or operated by the Provider (collectively "we," "us," or "our"), including the following:

- [www.theact.co.za](http://www.theact.co.za)
- [www.aljander.com](http://www.aljander.com)

The questionnaires are informal instruments that measure preferences by means of a self-evaluating grading system. Informal and formal assessment tools help people develop strategies to sustain positive thinking and decision making in their personal and professional lives. These informal questionnaires are short multiple choice diagnostic surveys that indicate your personal thinking preferences and habits. These preferences influence the way you communicate, make decisions, solve problems and manage those around you and could give you an indication of a preferred career field.

## **USE OF SITE**

These terms of use also apply to any other site that we have owned or operated, do own and operate or may own or operate in the future including social media sites (collectively, the "Sites"). Unless we say otherwise, all references to the websites in these terms of use

include all such websites. These terms of use do not apply to your use of unaffiliated websites to which any of the website may link to or direct you to.

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.

## **ASSESSMENTS**

Although personality and interest are psychological constructs the online questionnaires on the website are not registered psychological assessments tools and do not claim to be. In using them you agree that they are used purely for enhancing your self-knowledge in an informal way. You should take them in conjunction with registered formal assessment tools before making any major decisions about your future. Any decisions made or actions taken by you on the basis of information provided on or via the website are at your sole discretion and risk. You should obtain professional advice where necessary.

You will be able to use the website to take free and paid questionnaires. The results of the questionnaires are automatically analysed and you will receive a result which will assign to you one of four different shape types with a description of the traits of the particular shape type or a description of your interest. We may also record and use your answers and results for research purposes.

The provider's assessments products are not intended for and are not supplied for business or scholastic use and you use our products in any business, school, employment or recruitment context at your own risk. In particular, to the extent that you use our products for business use we will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable for any commercial, educational, training or human resources decisions made in connection with the use of our products nor will we be liable for any liability in relation to employment disputes including but not limited to wrongful and unfair dismissal. We provide information and materials relating to broad personality types. The assessment is self-evaluating and the provider has no influence over the outcome. This information cannot provide (and is not intended to provide) comprehensive coverage of the relevant issues. The content should always be used in conjunction with other information, advice and training.

You should ensure that any decisions made or implemented by you after viewing the content or materials are made taking into account other factors (apart from the information we provide) of which you and your advisers should be aware including medical or psychological advice and you should ensure that you have consulted relevant professionals.

#### **NO PROFESSIONAL ADVICE**

The information provided on this website is of a general nature only. We are not providing professional advice and you should obtain professional or specialist advice that is appropriate to your circumstances and we give no warranty and accept no liability should you use the information without obtaining independent advice. Nothing in this website or our products should be construed as medical, psychological, recruitment, business, or any other advice. All materials and products are for informational purposes only.

We make no claims or representations in relation to the emotional, health or commercial benefits of using our products and the information provided on the website is no substitute for professional medical, educational, psychological or psychiatric advice where applicable. If you are concerned about health or mental well-being issues you are advised to consult your doctor or mental health practitioner. In particular, you should consult a psychologist in all matters relating to mental health, particularly concerning any symptoms that may require diagnosis or medical attention.

The assessments provided by the website are informal questionnaires and cannot replace any formal registered psychometric material offered by a trained professional. The information obtained from the assessments is to be used in conjunction with formal assessments. The provider makes no representations or warranties concerning any treatment, action, or application of psychometric measures or psychology by any person following the information offered or provided within or through the website. Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, mental illness or any career choices made based on information provided by the website.

You alone are responsible and accountable for your decisions, actions, and results in life, and by your use of the website, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance. Where you use the website or the products you confirm that you are solely responsible for any actions or decisions made as a result of such use. We make no representations nor give any assurances as to the accuracy of any product, including personality assessments.

We will not be liable to you in respect of any emotional or mental distress or other harm in connection with using our products except to the extent that such damage is caused by our negligence.

In particular:

- Our products are provided for information and entertainment purposes only and not for medical or psychological assessment purposes, and for your own personal use (and not e.g. to screen or assess others) and for no other purpose.
- Our products do not provide medical or psychological advice.
- Our products should not be regarded as or relied upon as being a comprehensive or accurate opinion or assessment concerning your psychological well-being and personality. We just do not know enough about you to guarantee that. Where you have any concerns arising out of your use of our products you should seek appropriate professional advice.

- Any decisions that you make once you have used or read the content of our products are for you alone and we will not be liable for the consequences of any such decisions.
- Our products are for personal use only and are not intended for use in any business, educational, employment or recruitment context.
- Whilst we provide texts of our products in languages other than in English the accuracy of such translations is not guaranteed and use is at your own risk.

## **LANGUAGE POLICY**

The official text is the English version of the Website. Any discrepancies or differences created in the translation to other languages are not binding and have no legal effect for any purpose. If any questions arise related to the accuracy of the information contained in the non-English versions of the website, please refer to the English version of the website which is the official version.

## **PARENTAL PERMISSION**

You must be over the age of 14 years (or above the relevant age of consent in your country) to use the website and purchase our products. The website is not directed to children under the age of 14 and we will not knowingly collect personally identifiable information from children under 14. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access. We may, at our discretion, require users under 18 to obtain the consent of a parent or guardian to view certain content, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

## **DIGITAL CONTENT**

We offer digital content for purchase on the website. 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, assume no responsibility for errors or omissions in these contents.

The Provider further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Provider 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 provider has been informed of the possibilities of such damages, the Provider 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.

We reserve the right to change the descriptions and products offered from time to time. Our products are licensed, not sold, to you. The intellectual property rights in the products remain with us and/or our authors/licensors as applicable. Our products may include digital rights management information and technology, which you agree not to tamper with or remove, and which is intended to deter or prevent misuse of our intellectual property.

Our e-books, stories and therapeutic tools are in the PDF format and require an up-to-date PDF reader to be used for their intended purpose. At the time you place any order for which payment is required you must give authority for payment. We may take payment from you at any time between you placing the order and us providing the services or you requesting access to the digital content.

## **DELIVERY POLICY**

The website uses Web Advantage to provide a secure environment for the authorization of credit card transactions over the Internet. Confidential information including client credit card details is encrypted the moment they are transmitted from the client's browser to the banking network using industry standard encryption technology.

Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

The Merchant does not have access to credit details.

Virtual Card Services continually reviews and enhances its security in line with technological changes.

A client's credit card details are not stored anywhere on the Internet and the only company who has access to this data is the merchant's bank. The bank also sends confirmation information via the same encryption technology back to the client's browser. These secure processes provide clients with peace of mind when purchasing online.

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 website 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.

## **REFUNDS/RETURN POLICY**

Your order is an offer to purchase from us. There will be no contract of any kind between you and us. At any point up until then, we may decline to supply the services or digital content to you without giving any reason. If we take payment and subsequently fail to provide the services or make the digital content available to you for any reason we will refund you in full.

Once a questionnaire was successfully completed and the report electronically delivered, you cannot cancel your purchase. If the process was interrupted and you did not receive the report electronically, you must advise us in writing of the problem and we will help you to complete the process. If you at that point want to cancel the purchase, you must advise

us in writing of your cancellation request and any such cancellation must be signed by the person who made the original purchase. Should you feel that the products paid for do not meet your expectations you will not be entitled to a refund to products you have downloaded or otherwise accessed.

## **PAYMENT OPTIONS AND PRICING**

All transactions will be processed in South African Rands (ZAR) and include VAT, where applicable. The Provider is committed 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. The provider reserves the right to change pricing at any time without prior notice.

The price payable for the items that your order is clearly set out on the website. Payments are made through the website electronically. When you pay by credit or debit card you consent to us carrying out certain checks which include obtaining authorization from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information with your bank or credit reference agencies if necessary.

We may change our fees at any time by posting new fees on the website. If you object to the fee increase you have the right to cancel your use of the website and the ongoing provision of products from us.

## **SITE ACCESS**

When you visit our website, we give you a limited licence to access and use our information for personal use. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.

The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right



to serve you with notice if we become aware of your metatagging or mirroring of our website.

Unless otherwise stated, we or our licensors, own the intellectual property rights in the website and material on the website, including all products, including but not limited to copyright and associated moral rights, trade marks, get-up, and unregistered rights, goodwill, know-how, software, database rights, and all other intellectual property rights.

You may view, download for caching purposes only, and print pages from the website or any products for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

Without prior consent from us you must not:

- reproduce, translate or reverse engineer material from this website (including republication on another website or other reproduction or communication of our products without consent);
- communicate any material from the website or products to the public;
- reproduce, duplicate, copy or otherwise exploit material on our website or products for a commercial purpose;
- edit or otherwise modify any material on the website or products;
- redistribute material from this website or products except for content specifically and expressly made available for redistribution; or
- reproduce any intellectual property rights of third parties on our website without the consent of those parties.

You must not use the website to transmit or send unsolicited commercial communications. You must not use the website for any purposes related to marketing, excluding product reviews, without our express written consent. You must not use the website or products for any business-related assessments, including, but not limited to, pre-employment tests or employee evaluation. You are solely responsible for any content that you publish on the website or communicate to other users.

You will not post on the website, or transmit to other users:

- Anything inaccurate, defamatory, abusive, obscene, offensive, profane, sexually oriented, threatening, harassing, misleading, racially offensive or unlawful;
- Anything that promotes any false or misleading information to users;
- Anything which involves or encourages illegal activities; or
- Anything that solicits passwords or other confidential information.

## **REGISTRATION**

You can access many areas of the website without registering or subscribing but if you wish to view certain content or access certain services or other products, you may be required to register with the website. When you register with the website we will ask you for certain personal information. Any personal information that you provide to us will be handled in accordance with our Privacy Policy.

If you register with the website you may be required to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting this office immediately.

If we have reason to believe that there is likely to be a breach of security or misuse of the Website through your account or the use of your password, we may require you to change your password or we may suspend your account. Until you have changed your password or we have reactivated your account you may not be able to access certain parts of the website.

You agree that all personal information that you supply to us will be accurate, complete and kept up to date at all times. We may use the information provided to us to contact you in accordance with our Privacy Policy. We reserve the right to suspend or cancel any registration at any time where it is reasonable for us to do so, including where you are not in compliance with these Terms and Conditions of Use and Purchase.

You may not have more than one registration with the website. We reserve the right at our discretion to delete or cancel the registration of any person who in our opinion possesses more than one profile at any time.

## **PRIVACY POLICY**

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We control this site from offices in the Republic of South Africa. We do not represent that materials on the site are appropriate or available for use in other locations. Persons who choose to access this site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner. We will take all reasonable steps to protect your privacy and the information obtained from you and will under no circumstances make your information available to third parties.

## **COLLECTION OF INFORMATION**

We collect your information in order to record and support your participation in the activities you select. If you register for a course, an online questionnaire, or a training series, for example, the information is used to enroll you in the program, to enroll you in our newsletters, to track your preferences, and to keep you informed about the product and related products. As a visitor to our website, you can engage in many activities without providing any personal information. We may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including postal code), e-mail address, telephone, credit card, and other personal information. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

In all cases, we will collect personal identification information from you only if you voluntarily submit such information to us. We will also tell you how we use your information or if we share it with another party. Except as otherwise provided in this policy, we will never intentionally disclose any personal identification information about you as an individual user to any third party without having received your permission.

When you use our websites, we or our authorized technology services provider may also collect certain technical and routing information from you to facilitate your use of the website and its services. We use this information to administer the website and to understand and measure traffic patterns on the website so that we know which areas of our sites are useful to our users, which areas need improvement, and what technologies are being used so that we may continually improve our sites. This information is collected in aggregate form, without identifying you or any user individually. We may use this aggregate, non-identifying statistical data for statistical analysis, marketing, or similar promotional purposes.

This data is often tracked by us or our technology services provider by using “cookies” during your visit. A cookie is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card and enables us to record your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. (For some web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages.)

## **EXCEPTIONS TO PRIVACY POLICY**

While we are committed to keeping your information secure and private, we have the following exceptions to our privacy policy: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases,

such as if there is an attempted breach of the security of the websites, or a physical or property threat to you or others.

Further, the information you enter when making a purchase or an online payment will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose of carrying out the transactions. Please note that if you give out personal information online through a discussion board or posting site, that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk.

## **RESTRICTIONS**

The contents of our websites are the property of the provider. All information on the website is the intellectual property of Liesl Bekker. Unless otherwise noted, you may access and use the information and materials within the website for your personal use. You may not change, modify, delete, display, transmit, adapt, exploit, or copy for distribution or sale any information, material, trademark, or copyright on the website. You must obtain written permission from us or any other entity who owns intellectual property on the website before you may publish, distribute, display, or commercially exploit any material from the website. By using the website, you agree to abide by all copyright notices or other posted restrictions.

## **DISCLAIMERS**

The information, services, products, claims, topics, and materials on our website are provided "as is" and without warranties of any kind, either expressed or implied. We disclaim all warranties, expressed or implied, including but not limited to implied effectiveness of the ideas or strategies listed on this site as well as those that are provided in our products or to our participants at our events. The provider does not warrant that any functions contained in the website will be uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes them available are free of viruses or other harmful components. Neither do we warrant or make any representations regarding

the use or the results of the use of the services, products, information or materials in this site in terms of their correctness, accuracy, reliability, or otherwise. We do not endorse, warrant or guarantee any writers, speakers, products or services offered on the website or those we link to. We are not a party to and do not monitor, any transaction between users and third-party providers of products or services.

We give no warranty that the information is free from error or omission and you should use your own care and skill when accessing and using it. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded. We take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website. From time to time we may host third party content on our website such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owner of that material and we are not responsible for any errors or omissions in such material.

#### **LIMITATION OF LIABILITY**

Under no circumstances, including but not limited to negligence, will we be liable for any special or consequential damages that result from the use of, or the inability to use, the materials or information on the website, or any products or services provided pursuant to the website, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the website.

By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

## **EARNINGS DISCLAIMER**

All products and services by our company are for educational and informational purposes only. Nothing on this page, any of our websites, or any of our content or curriculum is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice.

Making decisions based on any information presented in our products, events, services, or web site, should be done only with the knowledge that you could experience risk or losses. Use caution and always consult your professional advisor before acting on this or any information related to a lifestyle change or your future. You alone are responsible and accountable for your decisions, actions, and results in life, and by your registration here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

## **LINKS**

These terms of use apply only to our website, and not to the sites of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products or other materials made available through any other site, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you regarding your use of any content, goods or services available on any other site.

## **SUBMISSIONS**

We welcome your comments about any of the websites. However, we will not review or consider any unsolicited creative submissions or suggestions for topics on our blogs, podcasts, seminars or within our newsletters or products. We hope you will understand that this policy is intended to avoid the possibility of future misunderstandings in the event that ideas developed by our staff might seem to be similar to the ideas submitted to us. Accordingly, we must ask that you not send us any original creative ideas, suggestions or materials.

If, despite our request, you send us any idea, suggestion or material (“Submission”), it shall become our property. We will not be subject to any obligation of confidence for any Submission, and we will not be liable for any use or disclosure of any Submission. In the case that you submit something to us and it is unsolicited, we will exclusively own all rights to the Submission worldwide, and we will be entitled to the unrestricted use of the Submission for any purpose, without compensation or notification to the provider of the Submission. Given this fact, we ask that you refrain from submitting creative projects to us, particularly those that are confidential or personal to you.

### **CONFIDENTIALITY AND NON-COMPETE**

Users of our website hereby understand that the tools, processes, strategies, materials, and information presented on our websites are proprietary, so users agree not to record, duplicate, distribute, teach or train from our information in any manner whatsoever without our express written permission. Any unauthorized use or distribution of our websites proprietary concepts, materials, and intellectual property by you or your representatives is prohibited and we will pursue legal action and full damages if these terms are violated in order to protect its rights.

### **OTHER SITES**

The website might contain links to other websites that may offer products or services that our customers might find useful. These sites may request information from you. In such instances, the collection and use of your personal information will be governed by the privacy policy applicable to that site. We do not control the privacy policies, contents or links that appear on these sites. We encourage you to review the privacy policies of any third party sites or services before providing any of them with your personal information.

### **MISCELLANEOUS**

These terms will be governed by and construed in accordance with the laws of Republic of South Africa, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms will be subject to mediation in the Republic of South Africa. If any of these terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the



remaining terms of use, and will not affect the validity and enforceability of the remaining provisions. These terms may be modified only by our posting of changes to these terms of use on our Sites.

## **CONSENT**

I understand that all the designs and trademarks are the intellectual property of Liesl Bekker 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 Liesl Bekker for any civil action or any legal action deemed necessary against me.

## **CONTACT DETAILS**

Physical address: 12 Bosduif Street George, 102 Main Street, Paarl.

Tel: +27 0844066012

e-mail: [info@theact.co.za](mailto:info@theact.co.za)

*Updated: March 2023*