

TERMS AND CONDITIONS

These terms and conditions apply to all users of the website located at www.learndirect.co.za and <http://courses.learndirect.co.za/welcome> (“**Website**”). Please read these terms and conditions carefully before using the Website and/or before purchasing or accessing an online course using the Website.

These terms and conditions are made up of the following Parts:

PART 1 – GENERAL

PART 2 – TERMS APPLYING IF YOU REGISTER AS A USER OF THE WEBSITE

PART 3 – TERMS APPLYING IF YOU BUY OR ACCESS ANY COURSE ON THE WEBSITE

PART 4 – INTELLECTUAL PROPERTY

1 Definitions

For the purposes of these terms and conditions –

- 1.1 “**Agent**” means a third party organisation that has a contract with us to promote the products and services on the Website;
- 1.2 “**Business**” or “**Organisation**” means, if you are buying a Course for use by a business undertaking, company, corporation, association or other entity, then such business undertaking, company, corporation, association or other entity;
- 1.3 “**Course Materials**” means the course notes, materials and teaching aides provided that enable you to complete a learndirect Course;
- 1.4 “**Course**” means the the access to the Course Materials via the Website or (ii) accessing and viewing the Course Materials online (or a combination of both (i) and (ii));
- 1.5 “**Course Fee**” means the fee payable for a learndirect Course;
- 1.6 “**Enrolment Key**” means an enrolment key as defined in paragraph 15.1.4;
- 1.7 “**Registered User**” means a person that has registered as a user of the Website and holds a user account;
- 1.8 “**Reseller**” means a third party organisation that has a contract with us to purchase the products and services on the Website and re-sell to other third parties;

- 1.9 “**learndirect**”, “**us**”, “**we**” and “**We**” means Learndirect Training Solutions (Pty) Ltd, with registration number 2011/006110/07, a private company with limited liability duly registered in accordance with the laws of the Republic of South Africa;
- 1.10 “**these Terms**” or “**the Terms**” means the terms and conditions as set out in this document, as amended from time to time;
- 1.11 “**Website**” means the website located at www.courses.learndirect-business.co.za; and
- 1.12 “**you**” means the person or entity using the Website.

2 Contacting learndirect

You can contact us –

- 2.1 by telephone on 021 200 8877 between 9am and 5pm Monday to Friday;
- 2.2 by email at support@learndirect.co.za; and
- 2.3 by post at learndirect, 200 Main Road, Claremont, Cape Town, 7708.

3 Use of Website

- 3.1 The purpose of the Website is to provide individuals with information on the range of courses and other products and services offered by or via the Website and to facilitate online access to these products and services where they are delivered online.
- 3.2 The materials on this Website are protected by our and by third party copyright and other intellectual property rights as described in more detail in paragraph 22 below.
- 3.3 If you are using the Website to buy access to Courses on behalf of your Business, you may provide access to Course Materials to individuals within your Organisation as set out in these Terms.
- 3.4 Where you have been granted access to Course Materials, either as a result of your own online purchase or because you have been granted access rights by someone else, you may not re-sell access to the Course Materials or otherwise distribute Enrolment Keys to anyone, except as permitted under these Terms or as permitted in writing by us.
- 3.5 **You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.**
- 3.6 **Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from**

the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by our negligence).

- 3.7** We cannot promise that access to the Website will be uninterrupted or error free. We reserve the right to suspend access to the Website between the scheduled maintenance window of approximately 01.00 and 02:30 GMT each day. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website and the services offered via the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of learndirect.
- 3.8** You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.
- 3.9** We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website –
- 3.9.1** any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- 3.9.2** any loss or corruption of data; or
- 3.9.3** any indirect or consequential loss.
- 3.10** The exclusions and limitations of liability contained in this section do not apply to –
- 3.10.1** any loss or damage resulting from death or personal injury caused by our negligence;
- 3.10.2** loss or damages arising from our fraudulent misrepresentation; or
- 3.10.3** any other losses which may not be excluded or limited by law.
- 3.11** Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

4 Third Party Links

The Website may provide links to third-party websites from time to time. This may include links to sites owned by associated companies of learndirect, including Agents and Resellers of learndirect. These third-party links are provided for your convenience only and are accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites.

5 Amendments to the Terms

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. Changes to these Terms will become effective upon such changes to the Website or upon us notifying you of the changes via e-mail, whichever occurs first. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you revisit this page from time to time to ensure that you are aware of any changes that we have made to these Terms. Should you continue to use the Website following the receipt of any notice provided for the posting of changes, you will be considered to have agreed to the Terms, as amended.

6 Cession and Assignment

- 6.1 You may not assign, cede, delegate or transfer any of your rights or obligations in these Terms (whether in whole or in part).
- 6.2 We may assign, cede, delegate or transfer any or all of its rights or obligations in these Terms without obtaining your consent, on written notice to you.

PART 2 – TERMS APPLYING IF YOU REGISTER AS A USER OF THE WEBSITE

7 Registration

- 7.1 You will need to register in order to purchase or access Courses that are sold from the Website. By registering, you are creating a “user account”.
- 7.2 To register as a User of the Website you must be at least 18 years old. You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete and you agree that you will ensure it is kept accurate and up to date at all times. We may refuse to accept your application to register as a user of learndirect for any reason in our absolute discretion.

8 Password

When you register as a user of the Website you will be asked to select a user name and password. As you will be responsible for all activities that occur under your user name and password, you should take care to keep your user name and password confidential. You must notify us immediately of any unauthorised use of your user name or password or if you believe that your user name and/or password is/are no longer confidential. We reserve the right to require you to alter your username and password if we believe that they are no longer secure or for routine security. You can alter your password via the Website.

9 Privacy Policy

The information that you provide to us upon registration and at any other time is subject to the learndirect Privacy Policy, which forms part of these Terms by way of reference thereto.

10 Technical Support

- 10.1 learndirect provides technical support to Registered Users on the Website.
- 10.2 Technical support is provided on the basis that it is your responsibility to ensure that any computers that are used to access the Website and the Course Materials meet the relevant minimum specification described on the Website.
- 10.3 On the Website we will provide –
- 10.3.1 technical specifications for each Course;
 - 10.3.2 information to help you to diagnose / overcome any technical issues; and
 - 10.3.3 a phone number and e-mail address for our customer helpline.
- 10.4 Requests for technical support will be routed to the learndirect Learner Services helpline. We use reasonable skill and care in providing such technical support and will use reasonable endeavours to ensure that technical support is available but cannot guarantee uninterrupted availability.
- 10.5 learndirect will provide the following customer support to a Registered User:
- 10.5.1 A technical support helpline is available Monday to Friday from 9am-5pm and will be accessible by phone and email. Customers should call 021 200 8877. The helpline will be staffed by appropriately trained staff.
 - 10.5.2 The helpline will provide customers with –
 - 10.5.2.1 pre-purchase information and support;
 - 10.5.2.2 assistance with the purchase and enrolment process; and
 - 10.5.2.3 post-sales technical support and help with any account management, access issues or refunds.
- 10.6 It is recorded that tutor support, specific to the content of the Course Material, will not be provided in respect of the Courses.
- 10.7 The customer and technical support shall be limited to use and access to the Website. We shall not provide any technical support in respect of any equipment used to access the Website.
- 10.8 You acknowledge and accept that periods of downtime may be required in respect of the learndirect IT infrastructure in the circumstances outlined in these Terms (dealing with unavailability of the Website) and that technical support may not be available during such periods of downtime. You accept that you will not have a claim for breach of contract (either against us or your learndirect Agent or Reseller) or otherwise in respect of such period of unavailability.**

- 10.9 To the extent permitted in law, we exclude all other warranties, express or implied, as to the performance and availability of the technical support service, except as expressly stated in these Terms and Conditions. We do not guarantee that the technical advice provided by us will resolve your technical problems. If you decide to avail of such technical advice, you should ensure that such advice is strictly followed.

11 Suspension and termination of your user account

- 11.1 You agree that we may at any time, without notice terminate your user account and delete all information stored on it, unless it contains Course Materials that have not exceeded their expiry date.
- 11.2 You agree that we may terminate your user account if our agreement with the Agent or Reseller who sold you the Course to your no longer has a licence from us.
- 11.3 Subject to the terms of any agreement we conclude with you, if you enrol in a Course via the Website, we reserve the right to withdraw all or part of the Website at any time.

PART 3 – TERMS APPLYING IF YOU BUY OR ACCESS ANY COURSE ON THE WEBSITE

12 Terms applying if you buy or access any Course on the Website

- 12.1 Part 3 of these Terms apply to the sale of any Course advertised on the Website, and to the subsequent access of these Courses. These Courses are provided as part of a stand-alone “learndirect” offering. Tutorial support is not provided in respect of these Courses. Please read these Terms carefully before purchasing a learndirect Course and print off a copy for your records.
- 12.2 In order to purchase and access a Course, you must be a Registered User. If you are a Registered User, you can log onto your user account using the user name and password that you chose when you registered.
- 12.3 When you place an order for a Course you are offering to purchase that Course on these Terms. The offer which you make is open for acceptance by us and we shall have the right to reject the offer, in which case your order will be cancelled.
- 12.4 You can cancel or change your order at any time prior to our acceptance of the order.
- 12.5 You will receive confirmation (via the Website and/or by email) from our payment processor, once they have approved your card transaction. A legally binding agreement shall not come into existence until we have accepted your offer to purchase a Course by means of a separate confirmation email from us, which will be effective upon sending.
- 12.6 If we do not accept your order, we will refund the Course Fee paid by you upon submission of the order.

- 12.7 For large orders, we may provide an offline order and invoice process. Where this is provided it is subject to these Terms.
- 12.8 We reserve the right to withdraw at any time Courses advertised for sale on the Website.

13 Payment by you of the Course Fee (if you have purchased online via the learndirect business website)

- 13.1 Upon submitting your order for a Course, you shall be obliged to pay us the Course Fee.
- 13.2 The Course Fee for any Course at any given time will be displayed on the Website. Course Fees are quoted in Rand and are quoted as being inclusive of VAT. The total cost of the Courses and the VAT payable is shown on the shopping basket prior to the completion of the order.
- 13.3 We will debit the Course Fee from your credit card or debit card on or after the day you make an order for a Course. All online payments are processed by PayGate (Pty) Ltd (“**PayGate**”), who are the approved payment gateway for all South African acquiring banks. PayGate (Pty) Ltd uses the strictest form of encryption, namely *Secure Socket Layer 3 (SSL3)* and no credit or debit card details are stored on the Website. Please see www.paygate.co.za to view the security certificate and security policy of PayGate.
- 13.4 We reserve the right from time to time to change the amount of the Course Fee. In the unlikely event that due to a technical error, the amount of the Course Fee is incorrect, we will notify you as soon as we reasonably can. If the correct price is higher than advertised, you will be entitled to choose between receiving a refund of the monies that you have paid to us (in which case the Course Materials will not be sent to you and/or you will not be able to access the Course Materials for the purposes of downloading or completing the Course online) or to pay the balance of the Course Fee to us. If the correct price is lower than advertised, we will refund the balance of the Course Fee to you.

14 Other Changes

You may incur additional charges to your Internet Service Provider while you are accessing and/or downloading the Course Materials. Additional charges may also be payable to third parties for use of the software necessary to access and/or download the Course Materials. You are responsible for paying these charges.

15 Provision of Access

- 15.1 If you have purchased online via the Website:

- 15.1.1 We will provide you with access to online Course Materials after we have confirmed and accepted your order by email. This will immediately follow a successful online transaction.
- 15.1.2 The online purchase process prompts you to specify whether you are –
- 15.1.2.1 buying for yourself, in your capacity as an individual; or
- 15.1.2.2 buying for your Business.
- 15.1.3 Where you have specified that you are buying in your personal capacity, you will be able to access the Course Materials by logging onto the Website using your registration details. The Course Materials can be accessed by you through the “my courses” page of the Website.
- 15.1.4 Where you have specified that you are a Business, or if you have purchased multiple copies of the same Course, the Website will generate a series of “Enrolment Keys”. An Enrolment Key is a string of numbers and letters which will allow an individual to access the relevant Course Materials through the Website after registration. Each Enrolment Key can be used by one person to access a specific Course. You may supply Enrolment Keys that we provide to you to individuals within your Organisation, for the purpose of providing them with access to the Course Materials.
- 15.2 If you purchased online Course Materials from one of our Resellers, you will be given access to the materials by the Reseller.
- 15.3 Please note that it is your responsibility to check that the computer you plan to use to access your Course Materials is compatible with the minimum specification requirement that relates to the Materials you are ordering. The minimum specification for each course is provided on the Website.

16 Your Right to Use the Course Materials and your Related Obligations

- 16.1 In consideration of receipt by us of the Course Fee, we grant to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of personal home or work use, for a period of 6 months. As such, you and any Enrolment Key Holder may make copies of the Course Materials as necessary incidental acts during your viewing of it, and you may print for your personal use so many pages of the Course Materials on the Website as are reasonable for private purposes.
- 16.2 Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Course Materials. Any use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights, and / or the copyright or other intellectual property rights of our licensors.

17 Your Right to Cancel the Course

- 17.1 Subject to paragraph 17.4, you may cancel your purchase of Course Materials within a period of 7 working days beginning on the day after the day on which the contract is concluded with you as notified by email confirmation from learndirect in accordance with these Terms.
- 17.2 This period is a “cooling-off period” and we will credit the Course Fee to your credit or debit card as appropriate within 28 days of receiving your notice of cancellation.
- 17.3 During the cooling-off period, you may cancel your order by post, telephone, email or fax using the contact details set out in in paragraph 2.
- 17.4 You cannot cancel your purchase of Course Materials if you have accessed the Course Materials (as the contract will be deemed to have commenced at the time of access), unless the Course Materials are defective.

18 Quality of the services

- 18.1 We will provide the Course Materials in accordance with the Course description which is set out on the Website.
- 18.2 You acknowledge that we have not been given, agreed to or otherwise been made aware of any specific requirements or conditions relating to you use of the Course Materials. We do not make any commitment to you that the Course will meet any specific requirements that you have and we expect you to take reasonable care to verify that the Course in question will meet your needs. We do not make any commitment to you that you will obtain any particular result from your use of the Course Materials or that you will obtain any particular qualification on completion of the Course, unless otherwise stated on the Website.**
- 18.3 Other than the stated minimum technical specification, we do not make any commitment that the Course Materials will be compatible with or operate with your software or hardware.
- 18.4 All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by conduct or otherwise) are hereby excluded to the maximum extent permissible at law.

19 Our Rights to Stop Providing the Services to you

- 19.1 If you have purchased online Course Materials via the Website, we will make the Course Materials available to you for a period of six months after which point we will terminate your access to the Course.**
- 19.2 This six month period starts immediately following the issue of your confirmation email. If you purchased the materials from one of our Resellers the six month period is from the date the Reseller gives you access to the materials. If you wish to access the Course Materials after your access has been terminated, you will need to submit a new order via the Website or contact the Reseller from whom you purchased the

Materials. In certain circumstances, for example, if you suffer from a disability, we may extend the time period in which you may access the Course Materials. To enquire about such an extension, please contact us via contact details above.

19.3 We reserve the right to suspend your access to online Course Materials immediately in the event that –

19.3.1 you fail to comply with any provision set out in these Terms, our Privacy Policy or Copyright Statement, which deals with the manner in which you are permitted to use the Course Materials and the Website; or

19.3.2 you fail to conduct yourself in an appropriate manner when communicating with or receiving support from us in that you act in such a way as to threaten, intimidate or otherwise harass our staff.

19.4 If we exercise this right we will notify you and will then immediately suspend your access to the Course Materials.

20 Our Liability to you

21 Circumstances beyond our control

21.1 We make every effort to perform our obligations under our contract with you. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

21.2 We are not responsible to you for any data that you lose either (a) as a result of accessing the Course Materials; or (b) during completion of any Course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Course Materials, and (ii) all data that you are inputting when completing the Course.

21.3 In the event that we recommend that you either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the Course Materials, you do so at your own risk.

21.4 Except as set out in these Terms, our maximum aggregate liability to you for any claim that you may have against us, under or in connection with, the provision by us, to you, of the Course Materials and associated technical support which is not otherwise excluded in these Terms (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us) shall be limited to the amount of the Course Fee which has been paid, or is payable, by you or on your behalf.

21.5 Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

22 Intellectual Property

- 22.1 It is recorded that learndirect is the owner or licensee of all trade marks, trade names, brand names, signs, symbols, trade secrets, copyright and other intellectual property and any derivatives, modifications or alterations thereof relating to the Website and the Course Material, including all graphics, code, text, products, software, audio, music and design ("**learndirect's Intellectual Property**"). You acknowledge that you have no rights, whatsoever, in and to learndirect's Intellectual Property.
- 22.2 You undertake to use learndirect's Intellectual Property strictly in accordance with these Terms and for no other purpose.
- 22.3 You undertake, to and in favour learndirect and its licensor, not to reproduce, copy, post, upload, display, modify, alter or adapt learndirect's Intellectual Property, or any part thereof, without our prior consent.
- 22.4 For the avoidance of doubt it is recorded that you will not be entitled to use learndirect's Intellectual Property, whether directly or indirectly, in any way whatsoever, for your own benefit, or the benefit of any other person, other than as specifically provided for in these Terms.