

SA CAMPUS ONLINE TERMS AND CONDITIONS



USER TERMS

SA Campus Online - User Terms - November 2020

These Terms apply to all your activities on the SAC website and platform.

If you publish a course on the SAC platform, you also agree to the Instructor Terms.

Table of Contents

- 1. Accounts
- 2. Course Enrolment
- 3. Payments, Credits, and Refunds
- 4. Content and Behaviour Rules
- 5. SAC's Rights to Content You Post
- 6. Using SAC at Your Own Risk
- 7. SAC's Rights
- 8. Miscellaneous Legal Terms
- 9. Updating These Terms

1. Accounts

- 1.1 An account is required for most activities on our platform. Keep your password somewhere safe, because you're responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting our admin@sacampusonline.com. You must be older than 18 years of age to use our online services.
- 1.2 Your account will, among other activities, be used to purchase and enrol in a course or to submit a course to our platform. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account. If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account. In the event of the death of a user, the account of that user will be closed.
- 1.3 You should avoid sharing your account login credentials with anyone else. You are and remain at all times responsible for what happens with your account and SAC will not intervene in disputes between students or instructors who have shared account login credentials.
- 1.4 You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our us at admin@sacampusonline.com. We may request some information from you to confirm that you are indeed the owner of your account.
- 1.5 Students who are under the age of 18 years may request a parent or guardian to open an account in their name and to then assist you to enrol in courses that are appropriate for you. If we discover that you have created an account that violates these rules, we will terminate your account. Under our Instructor Terms, you may be requested to verify your identity before you are authorized to submit a course for publication on SAC.

1.6 You may terminate your account at any time by emailing us at

1.7 admin@sacampusonline.com.

2 Course Enrolment and Lifetime Access

2.1 When you enrol in a course, you receive a limited, non-exclusive, non-transferable license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the SAC platform.

2.2 All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any course unless we give you explicit permission to do so in a written agreement signed by a SAC authorised representative.

2.3 Under our Instructor Terms, when instructors publish a course on SAC, they grant SAC a license to offer the aforesaid license to the course to students. This means that we have the right to sublicense the course to the students who enrol in the course. As a student, when you enrol in a course, whether it's a free or paid course, you are getting a license from SAC to view the course via the SAC platform, and SAC is the licensor of record.

2.4 Courses are licensed, and not sold, to you. This license does not give you any right to resell the course in any manner, including by sharing account information with a purchaser or illegally downloading the course and sharing it in any manner whatsoever. You may not transfer any of the courses in any way, or attempt to do so, or facilitate the resale and/or transfer of any course.

2.5 We reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons, for example, if the course you enrolled in is the object of a copyright complaint, or if we determine its content violates our policies.

2.6 Instructors may not grant licenses to their courses to students directly, and any such direct license shall be null and void and a violation of these Terms.

3 Payments, Credits, and Refunds

3.1 Pricing

3.1.1 The prices of courses on SAC are determined based on the terms of the Instructor Terms.

3.1.2 The price applicable to a course will be the price at the time you complete your purchase of the course (at checkout).

3.1.3 If you are a student located in a country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities. Depending on your location, the price you see may include such taxes, or tax may be added at checkout.

3.2 Payments

- 3.2.1 You agree to pay the fees for courses that you purchase, and you authorize us to charge your debit or credit card or process other third party means of payment for those fees. SAC works with third party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure.
- 3.2.2 When you make a purchase, you agree not to use an invalid or unauthorized payment method.
- 3.2.3 We reserve the right to disable access to any course for which we have not received adequate payment.

3.3 Refunds and Refund Credits

- 3.3.1 If the course you purchased is not what you were expecting, you can request, within 30 days of your purchase of the course, that SAC apply a refund to your account. We reserve the right to apply your refund as a refund credit or a refund to your original payment method, at our discretion, depending on capabilities of our payment processing partners and other relevant factors.
- 3.3.2 No refund is due to you if you request it after the 30-day guarantee time limit has passed. However, if a course you previously purchased is disabled for legal or policy reasons, you may be entitled to a refund beyond this 30-day limit. SAC reserves the right to apply proportionality in such cases, depending on the circumstances.
- 3.3.3 SAC may, in its sole and absolute discretion, grant a refund to students beyond the 30-day limit in cases of suspected or confirmed account fraud.
- 3.3.4 To find out if you qualify for a refund, and to request a refund, contact us at admin@sacampusonline.com.
- 3.3.5 If we decide to issue refund credits to your account, they will be automatically applied towards your next course purchase on our website. Refund credits may expire if not used within the specified period, and have no cash value.
- 3.3.6 If we ban your account or disable your access to a course due to your violation of these Terms, or any other SAC terms applicable to you, you will not be eligible to receive any refunds.

4 Content and Behaviour Rules

- 4.1 You can only use SAC services and the platform for lawful purposes. You're responsible for all the content that you post on our platform. You should keep the reviews, questions, posts, courses and other content you upload in line with our Terms and policies and the law, and respect the intellectual property rights of others. We can ban your account for repeated or major offenses.

- 4.2 Your use of the platform and behaviour on our platform must comply with applicable local or national laws or regulations of your country. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you.
- 4.3 The platform and content enable you to ask questions to the instructors of courses you are enrolled in, and to post reviews of courses. For certain courses, the instructor may invite you to submit content as “homework” or tests. Don't post or submit anything that is not yours.
- 4.4 If we are notified that your content violates the law or the rights of others, or if we discover that your content or behaviour violates our policies, or if we believe your content or behaviour is unlawful, inappropriate, or objectionable, we may remove your content from our platform. SAC complies with copyright laws.
- 4.5 We may terminate or suspend your permission to use our platform and services or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms, if you fail to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, or if we suspect that you engage in fraudulent or illegal activities, or for any other reason in our sole discretion. Upon any such termination we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. Your content may still be available on the platforms even if your account is terminated or suspended.
- 4.6 You agree that we will have no liability of whatsoever nature to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.
- 4.7 If one of our instructors has published a course that infringes your copyright or trademark rights, or any other intellectual property rights, please let us know at admin@sacampusonline.com. Our Instructor Terms require our instructors to follow the law and respect the intellectual property rights of others.

5 SAC's Rights to Content You Post

- 5.1 You retain ownership of content you post to our platform, including your courses. We're allowed to share your content to anyone through any media, including promoting it via advertising on other websites.
- 5.2 When you post content, comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize SAC to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit.
- 5.3 By submitting or posting content on or through the platforms, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content (including your name and image) in any and all media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with SAC for the broadcast, distribution, or publication of content on other media, as well as using your content for marketing purposes. You also waive any rights of privacy, publicity, or other rights of a similar nature applicable to all these uses, to the extent permissible under applicable law. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.

6 Using SAC at Your Own Risk

- 6.1 Anyone can use SAC to create and publish courses and instructors and we enable instructors and students to interact for teaching and learning. You use SAC at your own risk.
- 6.2 We do not review or edit content and/or courses for legal issues, and we are not in a position to determine the legality of course content. We do not exercise any editorial control over the courses that are available on the platform and, as such, do not warrant or guarantee in any manner whatsoever the reliability, validity, accuracy, or truthfulness of the content and/or courses. If you enrol in a course, you rely on any information provided by an instructor at your own risk.
- 6.3 By using the SAC, you may be exposed to content that you consider offensive, indecent, or objectionable. SAC has no responsibility to keep such content from you and no liability for your access or enrolment in any course.
- 6.4 Should you interact directly with another student or an instructor, do not share your personal information. SAC restricts the types of information instructors may request from students, but we do not and cannot control what students and instructors do with information that is obtained from you directly or from other users on the platform.
- 6.5 The instructors are not employed by SAC. SAC is not liable for disputes, claims, losses, injuries, or damage of any nature whatsoever that may arise out of or relate to the interaction between, and/or conduct of, instructors or students.

7 SAC's Rights

- 7.1 All rights, title, and interest in and to the SAC platform, including our website, our existing or future applications, databases, and the content our employees or partners submit or provide through our platform (but excluding content provided by instructors and students) are and will remain the exclusive property of SAC and its licensors.
- 7.2 Our platform and services are protected by copyright, trademark, and other laws of the Republic of South Africa. You do not have the right to use the SAC name or any of the SAC trademarks, logos, domain names, and other distinctive brand features.
- 7.3 Any feedback, comments, or suggestions you may provide regarding SAC or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.
- 7.4 You may not do any of the following while accessing or using the SAC platform:
 - 7.4.1 access, tamper with, or use non-public areas of the platform (including content storage), SAC's computer systems, or the technical delivery systems of SAC's service providers;
 - 7.4.2 disable, interfere with, or try to circumvent any of the features of the SAC platform related to security or probe, scan, or test the vulnerability of any of our systems;
 - 7.4.3 copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the SAC platform;

- 7.4.4 access or search, or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website. You may not scrape, spider, use a robot, or use other automated means of any kind to access the platform;
- 7.4.5 in any way use the platform to send altered, deceptive, or false source-identifying information or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platform, or in any other manner interfering with or creating an undue burden on the platform.

8 Miscellaneous Legal Terms

8.1 Binding Agreement

- 8.1.1 You agree that by registering, accessing, or using the SAC platform, you are agreeing to enter into a legally binding contract with SAC. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services;
- 8.1.2 These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us, and may not be amended by you but may be amended by us in terms hereof;
- 8.1.3 If any part of these Terms is found to be invalid or unenforceable for any reason, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect;
- 8.1.4 No delay in exercising our rights or failure to exercise a right in one case, shall be, or deemed to be, a waiver of our rights under these Terms, or a novation of these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.
- 8.1.5 The following sections shall survive the expiration or termination of these Terms:
 - 8.1.5.1 Section 5;
 - 8.1.5.2 Section 6;
 - 8.1.5.3 Section 7;
 - 8.1.5.4 Section 8;
 - 8.1.5.5 Section 9.

8.2 Disclaimers

- 8.2.1 The SAC platform and the content thereof are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the platform or the content thereof, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no

warranty that you will obtain specific results from use of the platform and the content thereof. Your use the platform and content thereof are entirely at your own risk.

- 8.2.2 We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will SAC or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.
- 8.2.3 We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

8.3 Limitation of Liability

- 8.3.1 To the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), howsoever arising. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the amount you have paid us in the twelve (12) months before the event giving rise to your claims.

8.4 Indemnification

- 8.4.1 You agree to indemnify, defend (if we so request), and hold harmless SAC, our group companies, and their officers, directors, suppliers, partners, and agents from an against any third-party claims, demands, losses, damages, or expenses (including attorney and client costs) arising from:

- 8.4.1.1 the content you post or submit;
- 8.4.1.2 your use of the platform;
- 8.4.1.3 your violation of these Terms; or
- 8.4.1.4 your violation of any rights of a third party.

- 8.4.2 Your indemnification obligation as aforesaid will survive the termination of these Terms and your use of the platform.

8.5 Governing Law and Jurisdiction

- 8.5.1 These Terms and your use of the platform and all matters ancillary thereto will be interpreted and enforced, and governed in accordance with the laws of the Republic of South Africa.

8.6 Legal Actions and Notices

8.6.1 Any notice or other communication to be given hereunder will be in writing and given by email:

8.6.1.1 by us to the email associated with your account; and

8.6.1.2 by you to admin@sacampusonline.com.

8.7 No Assignment

8.7.1 You may not assign or transfer these Terms.

8.7.2 We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction.

8.7.3 Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity.

9 Updating These Terms

9.1 SAC reserves the right to update and/or amend these Terms in its sole and absolute discretion at any time.

9.2 If we make any material change, we will notify you using prominent means, such as by email notice sent to the email address specified in your account or by posting a notice through our platform. Modifications will become effective on the day they are posted unless stated otherwise.

9.3 Your continued use of our platform after changes become effective shall mean that you accept those changes.

9.4 Any revised Terms shall supersede all previous Terms.

USER



LOURDES REYES
CHIEF OPERATING OFFICER