

## Conditions of Use

Welcome to iCollege. The Student's right to enrol as user on the iCollege platform is subject to the terms and conditions set out below.

### **Site Policies, Modification, and Severability**

If you choose to visit iCollege's websites and or e-learning portal, you accept these conditions. Your visit and any dispute over privacy is subject to these Conditions of Use, including limitations on damages, arbitration of disputes, and application of the law of the Republic of South Africa. On any current or future iCollege visit, you will be subject also to the guidelines and conditions applicable to such service or business.

### **Privacy Policy and Conditions of Use**

We reserve the right to make changes to our site, policies, and the Conditions of Use at any time. We will not reduce your rights under these policies without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any changes on this page and, if the changes are significant, we will provide a more prominent notice. Each version of this policy will be identified at the top of the page by its effective date.

Any changes or revisions will be effective immediately upon their posting on the iCollege site. Your use of the iCollege site will be subject to the version of the Conditions of Use posted on this site at the time of such use. Accordingly, you are advised to familiarise yourself, on enrolment of the Conditions of Use prior to using the iCollege site as well as the rules and general regulations relating to the courses you enrolled for. Your continued use of this site following the posting of any changes or revisions will constitute your acceptance of such changes or revisions. If you do not agree to any changes or revisions to these conditions of use, you may not use the iCollege site and are to discontinue use of the site immediately. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

If you have any additional questions or concerns about this policy, please feel free to contact us any time.

The Student/Guardian agrees that this agreement has been drawn up in a language that he/she understands and that he/she is fully aware of the meaning thereof.

### **Applicable Law**

By visiting the iCollege site, you agree that the laws of the Republic of South Africa as well as the laws of the specific country from which you access the site, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and iCollege.

## **Privacy**

For ease of reference, our Privacy Policy is incorporated to the Conditions of use to assist you to understand our practices. Our Privacy Policy is last modified in November 2016 and applies to all of iCollege's products, services, portals and websites.

iCollege views protection of users' privacy as a very important community principle. We are committed to the security and confidentiality of your information. Your email address and other private information are never shared without your express permission.

iCollege stores and processes your information on computers that are protected by physical as well as technological security devices. You can access and modify the information you furnished iCollege with. If you object to your information being transferred or used in this way, please do not use iCollege e-learning services.

## **Your Account**

iCollege is responsible for maintaining the confidentiality of your accounts and passwords and for restricting access. You agree to accept responsibility for all activities that occur under your account and password.

Without limiting other remedies, iCollege reserves the right to limit, suspend or terminate iCollege e-learning service and user accounts, prohibit access to iCollege e-learning portals and their content, services or tools, delay or remove hosted content, and take technical and legal steps to keep users off the portals if iCollege thinks that they are repeat infringers, creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of iCollege policies (for example, and without limitation, feedback manipulation).

iCollege also reserves the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue iCollege portals, services or tools.

Any fees paid are not refundable unless the user can prove that notification was sent to iCollege in the prescribed way.

## **Electronic Communications**

When you visit iCollege sites or e-mail us, you are communicating with us electronically. You consent to receive electronic communications from us. iCollege will communicate with you by e-mail using the email address you provided and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfies any legal requirement that such communications be in writing. You are required to notify the college immediately in writing should any change of e-mail address occur.

## Copyright

All software or content used on the platform and/or the compilation of content, including, but not limited to text, graphics, logo's, button icons, images, audio clips, digital downloads, digital streams, data compilations, and software are the property of iCollege or its content suppliers and protected by South African and International copyright laws.

## Licence, Portal and Site Access

iCollege grants you a temporary, limited licence to access and make personal use of this online portal. This licence does not include any resale or commercial use of the iCollege site, portal or its contents; any collection and use of any products, descriptions or prices; any derivative use of this portal or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data-gathering and extraction tools.

Any unauthorized use, included, but not limited by the list hereunder, terminates the permission or license granted by iCollege.

In the event of breach of the contract, the College shall be entitled, without any prejudice to any other rights, which it may have in terms of this Agreement and without notice to the Student/Parent, to terminate the agreement.

## Using platform

While using iCollege (Pty) Ltd e-learning portals, services and tools, you are not authorised to and you will not:

- take any action that imposes or may impose an unreasonable or disproportionately large load on the iCollege e-learning infrastructure;
- copy, download (other than page caching or offline exercises), reproduce, duplicate, modify, create derivative works from, distribute, sell, resell, visit, or otherwise exploit or publicly display any content from the iCollege platform, services or tools (except for your personal information) for any commercial purpose without the express written consent of iCollege and the appropriate third party, if and as applicable;
- frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of iCollege without express written consent;
- use any Meta tags or any other "hidden text" utilizing iCollege's name or trademarks without the express written consent of iCollege;
- post content or items in an inappropriate category or areas on iCollege e-learning portals and services;
- violate any laws, third party rights or our policies;
- use iCollege e-learning portals, services or tools if you are not able to form legally binding contracts, or are temporarily or indefinitely suspended from using iCollege portals, services or tools;
- fail to deliver payment for items purchased by you;
- circumvent or manipulate iCollege e-learning fee structure, the billing process, or fees owed to iCollege

- post false, inaccurate, misleading, defamatory or libellous content (including personal information);
- take any action that may undermine the feedback or rating systems (such as displaying, importing or exporting feedback information off the portals or using it for purposes unrelated to iCollege e-learning);
- transfer your iCollege e-learning account (including feedback) and User ID to another party without iCollege's consent;
- distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm iCollege e-learning, or the interests or property of iCollege e-learning users;
- harvest or otherwise collect any information about users, including email addresses, without their consent;
- interfere or attempt to interfere with the proper working of the portals, services or tools, or any activities conducted on or with the portals, services or tools.

### **Disclaimer of Warranties and Limitation of Liability**

We cannot guarantee continuous or secure access to iCollege e-learning portals, services or tools, and operation of our portals, services or tools may be interfered with by numerous factors outside of our control. accordingly, to the extent legally permitted, iCollege makes no representations and disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, as to the operation of this portal, or the information, content, materials, products (including software) or services included on or otherwise made available to you through this portal, unless otherwise specified in writing. iCollege is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising, directly or indirectly, out of your use of your inability to use our portals, services, and tools.

This portal and all information, content, materials, products (including software) and services included on or otherwise made available to you through this portal are provided by iCollege on an "AS IS" and "AS AVAILABLE" basis, unless otherwise specified in writing. You expressly agree that your use of this portal is at your sole risk.

iCollege does not warrant that this portal, information, content, materials, products (including software) or services included on or otherwise made available to you through this portal; their servers; or electronic communications sent from iCollege are free of viruses or other harmful components. iCollege will not be liable for any damages of any kind or any legal costs or expenses legally incurred with regard to claims or court cases arising from the use of this portal or from any information, content, materials, products (including software) or services included on or otherwise made available to you through this portal, including, but not limited to direct, indirect, incidental, punitive and consequential damages, unless otherwise specified in writing. Certain laws of certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations might not apply to you, and you might have additional rights. iCollege works to keep the iCollege e-learning portals

and services working properly and its user community safe. Please report problems, offensive content, and policy violations to iCollege.

## **Disputes**

Any dispute relating in any way to your visit to the iCollege site or to products you purchased through iCollege shall be submitted to confidential arbitration in Pretoria, Gauteng, South Africa, except that, to the extent that you have in any manner violated or threatened to violate the intellectual property rights of iCollege, iCollege may seek injunctive or other appropriate relief in any court in the Republic of South Africa, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of The Arbitration Foundation of Southern Africa. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **Our Address**

iCollege regularly reviews its compliance with these policies. Please feel free to direct any questions or concerns regarding this policy or our treatment of personal information by contacting us through this web site, call us on 010 492 4091 or write to us at:

iCollege (Pty) Ltd  
Postnet Suite 379  
Private Bag X4  
Menlo Park  
0102

When we receive formal written complaints at this address, it is our policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between iCollege and an individual.

## **Indemnity**

You will indemnify and hold iCollege (and iCollege officers) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

## **Information we collect and how we use it**

In order to better service our customers and prospects, we may collect the following types of information:

- Information you provide- When you sign up for a particular service, for a product download or promotion that requires registration, we ask you for personal information (such as your name, organization, phone number and email address). For certain services, such as on-line purchases, we also request credit card or other payment account information which we maintain in encrypted form on secure servers.
- Cookies- When you visit our sites, we may send cookies - small files containing a string of characters - to your computer or other device to uniquely identify your browser. We later use these cookies to improve the quality of service and tracking user trends.
- User communications- When you send email or other communications to iCollege, we may retain those communications in order to process your inquiries, respond to your requests and improve our services. We will use the information you provide to contact you regarding our products and services.

You can decline to submit personal information to any of our services, in which case we may not provide those services to you. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

## **Information sharing**

We restrict access to personal information to iCollege employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

iCollege only shares personal information with other companies or individuals in the following circumstances:

- We have your consent.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to the rights, property or safety of iCollege, its users or the public as required or permitted by law.
- Please contact us at the address below for any additional questions about the management or use of personal data.

## **Information security**

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

## **Conclusion**

This agreement contains all the terms and conditions related to the subject matter set out herein and no variation, cancellation, or amendment hereto shall be valid unless recorded in writing and signed by iCollege.

The Parties hereby agree that each clause of this agreement is separable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any Competent Court, then remaining clause/s shall be and continue to be of full force and effect.

## **Technical requirements**

### **Browser requirements**

iCollege fully supports the latest versions of Internet Explorer, Firefox, Chrome, Opera, and Safari. This means we actively test the platform against these browsers and we try to provide the best possible experience when these browsers are used.

We provide limited support for older, versions of Internet Explorer, Firefox, Chrome, Opera, and Safari. While we don't actively test the platform against these browsers, they are usually recent enough to not have any significant problems. If there are problems, we will try our best to resolve them.

We do not support very old versions of browsers. Basically, old versions of browsers often do not provide the technology required for the iCollege platform and thus may or may not work.

In addition, JavaScript and cookies must be enabled. Most pages require JavaScript in order to function, to provide a more interactive experience or to improve response times. Cookies are required for storing authentication information.

### **System requirements**

Generally, if your computer was manufactured within the last 7 to 10 years, it should be fine in terms of computing power. For older hardware, we recommend the following minimum specifications:

CPU clock speed: 1 GHz

RAM: 512 MB

Modern browsers are usually significantly faster on older hardware than, for example, Internet Explorer 7 or 8. Upgrading to a modern browser may be a more

cost-effective solution than upgrading hardware.

## **Connectivity**

A reliable internet connection will be required to access iCollege in the cloud at all times.

ADSL/FIBRE connection is recommended speed for accessing the cloud optimally and for mobile devices you will need a minimum 3G/4G/LTE connectivity from one of the mobile service providers.

## **Network requirements**

iCollege makes requests to resources hosted on various domains. All of these domains must be accessible and must not be blocked by a firewall or other such software or hardware.

The domains are as follows:

- doubleclick.net
- cloudflare.com
- elearningbrothers.com
- newrelic.com
- onlinetrainingtemplates.com

## **Other requirements**

Courses may provide downloadable files, such as Word documents or PDFs. Appropriate software may need to be installed on a student's workstation before these types of files can be viewed.

Viruses, malware, browser extensions, plugins, toolbars, add-ons, or other such software may prevent the platform from functioning. Please ensure your system is not infected by using protective software, such as anti-virus or anti-malware software.

Some environments may implement a firewall or configure browser or network settings in a centralized manner (e.g., Group Policy). Some restrictions may affect the performance or functionality of iCollege E-Learning. Any environment-related problems are left to the customer to resolve in accordance to our advice.

## Privacy Policy - Extension Remarketing

In accordance with some of Google's recent compulsory policies, we herewith inform you that we might be tracking your cookies as our web site / company is currently undertaking Google AdWords remarketing of any other Google AdWords feature that tracks such cookies.

By visiting this site, you agree that certain of our Google AdWords remarketing and or other advertisements can follow you as you visit other web sites that forms part of Google's Display Network (GDN).

Note that we shall under no circumstances be utilizing any personally identifiable information as obtained through our Google AdWords remarketing campaign in any other related marketing endeavours – online or otherwise. (Such restricted utilization of information includes the sharing of such with third parties.)

The Company shall under no circumstances be using any sensitive information of any nature on any of our remarketing tags.

The Company shall duly endeavour to adhere to all of the current in-effect policies of Google related to remarketing or any other form of Google advertising in all of its Google AdWords marketing campaigns. (In instances of possible non-conformity to such, the Company shall endeavour to rectify such in a prompt manner.)

You may opt out of seeing advertisements for web site, by simply clicking here: – <http://www.google.com/policies/technologies/ads/>.

We have implemented certain Google Analytics features for the primary purpose of attempting to ascertain the success of our online marketing endeavours via the Google AdWords platform.

### Privacy Policy Template – AdWords Remarketing

This website uses Google AdWords

This website uses the Google AdWords remarketing service to advertise on third party websites (including Google) to previous visitors to our site. It could mean that we advertise to previous visitors who haven't completed a task on our site, for example using the contact form to make an enquiry. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits to the Papillon website. Of course, any data collected will be used in accordance with our own privacy policy and Google's privacy policy.

You can set preferences for how Google advertises to you using the Google Ad Preferences page, and if you want to you can opt out of interest-based advertising entirely by cookie settings or permanently using a browser plugin.