

CampusNet (Pty) Ltd. and the Southern African Virtual School (SAVS).

Terms and Conditions

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Online Course Terms and Conditions of Use

Please read this document carefully. This is a legal agreement between you and CampusNet (Pty) Ltd. ("CampusNet") that governs your use of any Southern African Virtual School ("SAVS") online course and any associated software code, documentation or other materials made available by SAVS (collectively referred to in this Agreement as the "Online Course").

If you do not agree to be bound by the terms and conditions of this Agreement, click on the "NO" button on the enrolment form.

1. License.

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use the Online Course for the duration of time for which the applicable fees, if any, have been paid.

1.2 You are granted a nonexclusive, nontransferable, limited license to print out materials from the Online Course solely for your own, individual use. You may not copy, distribute or otherwise share the materials you have printed out with others.

2. **Restrictions.** The Online Course is licensed to only you. In no event may you share your login, password or use of the Online Course with another person, or transfer, rent, sell, or otherwise dispose of the Online Course on a temporary or permanent basis without the prior written consent of SAVS.

3.1 **Ownership of Online Course.** All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Course in both print and machine readable form belongs to CampusNet or its licensors or suppliers. You acquire no proprietary interest in the Online Course or copies thereof.

3.2 Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, publishing, copying, distributing or using the Online Course. You may not modify, adapt, translate or create derivative works of the Online Course except in accordance with this Agreement or with the prior written consent of CampusNet. You may be held legally responsible for any infringement that is caused or encouraged by your failure to abide by the terms of this Agreement.

3.3 You may not remove, redact or otherwise obscure the copyright, trademark or other notices contained in the Online Course.

4. **Technical Support.** You may contact SAVS during regular business hours by telephone or email if you experience difficulties connecting to or using technical features of the Online Course during the period of time for which you have paid the applicable Online Course fees.

5. **Content Support.** SAVS does provide teacher and instructor support for online courses. Should you experience any problem in this regard please contact the Head of Academics on email academic@savschool.co.za.

6. Limited Warranty.

6.1 SAVS represents and warrants that it has the right and authority to make the Online Courses available to you.

6.2 While SAVS endeavors to make web access to the Online Courses available to you 24 hours per day, 7 days per week except for regularly scheduled downtime periods, SAVS reserves the right to change its availability policy from time to time, and SAVS does not warrant that the Online Course will be uninterrupted, nor does it warrant any particular feature of the Online Course. SAVS personnel are available to maintain and/or repair the Online Course only during regular business hours.

6.3 EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.1, THE ONLINE COURSE AND ANY SERVICES PROVIDED IN CONNECTION THEREWITH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SAVS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SAVS, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY, AND YOU MAY NOT RELY UPON SUCH INFORMATION OR ADVICE.

7. User Obligations.

7.1 You hereby represent and warrant that the information you have provided on the customer information or enrolment registration form is true and accurate.

7.2 You are entirely responsible for any and all activities that occur under your account, and you are responsible to oversee and protect against unauthorized or unlawful use of or access to the Online Course. You shall notify SAVS immediately of any unauthorized use of your account or any other breach of security.

7.3 You will indemnify and hold harmless SAVS and its licensors or suppliers against any and all judgments, settlements, penalties, costs and expenses (including attorneys' fee) paid or incurred in connection with claims due to, resulting from or arising in connection with your actions or negligence, including but not limited to those attributable to any breach of this agreement or any infringement, misappropriation or violation of any copyrights, intellectual property rights or other proprietary rights of any third party.

8. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SAVS NOR ANYONE ELSE WHO HAS BEEN INVOLVED ON BEHALF OF SAVS IN THE CREATION, PRODUCTION OR DELIVERY OF THE ONLINE COURSE OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGE FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF DATA, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE ONLINE COURSE, EVEN IF SAVS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SAVS OR ITS LICENSORS OR SUPPLIER'S TOTAL CUMULATIVE LIABILITY FOR LOSS OR DAMAGE UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY YOU FOR THE ONLINE COURSE.

9. **Miscellaneous.**

9.1 Termination. These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule or purchase agreement; all other provisions may be changed by SAVS immediately upon notice. All current subscribers to the Online Course will be notified of any such changes by e-mail. Continued use of the Online Course following any change constitutes acceptance of the change.

9.2 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the Republic of South Africa. and, subject to the "Disputes" clause of this agreement, you and SAVS agree to submit to the exclusive jurisdiction of the South African courts.

9.3 Disputes. Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and SAVS on any matter provided for in, or arising out of this agreement, and not resolved through the person in charge of SAVS, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English.

9.4 Transferability. You may not assign your rights to access and use the Online Course without the prior written consent of SAVS.

9.5 Complete Agreement. These Terms and Conditions, and any Additional Terms constitute the complete and exclusive statement of the terms of the agreement regarding the Online Courses between you and SAVS. It supersedes and replaces any previous or contemporaneous written or oral agreements and communications relating to the Online Courses.

9.6 Waiver/Modification. No waiver or modification of the terms of this Agreement shall be effective unless ratified in writing and signed by both you and SAVS. This Agreement will not be amended or modified by the terms of any purchase order or acknowledgement, regardless of whether SAVS may have accepted or signed the same. Any party's failure to enforce the provisions of this Agreement shall not constitute or be construed as a waiver of any other provisions or rights.

9.7 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

CampusNet (Pty) Ltd. and the Southern African Virtual School (SAVS).

General Terms and Conditions

Detailed Description of Products and Services

Products and services are provided by CampusNet (Pty) Ltd. (**CampusNet**) through its subsidiary, the Southern African Virtual School (**SAVS**) to students and educational institutions throughout Southern Africa.

The supply of products or services is subject to availability.

Who you are contracting with:

The names SAVS and www.savschool.co.za (the "Website"), are owned by CampusNet (Proprietary) Limited, registration number 2008/020362/07.

Any reference to the "Website" or "SAVS" or "CampusNet" in these terms and conditions (T's & C's) refers CampusNet (Proprietary) Limited, the party with whom you contract.

Visitors to the Website, including those users who purchase any products or services on the Website ("Users" or "you"), agree to be bound by these T's & C's. If you do not agree to these T's & C's, please do not continue using the Website. Your continued use of the Website will constitute acceptance of these T's & C's.

Prices

Where applicable, the price of each product or service is displayed with the product or service listing. In the event of a sale or special offer, the discounted price will be displayed. All payments by students and educational institutions shall be made to CampusNet in South African Rand (ZAR). CampusNet may change the prices at any time prior to (but not after) acceptance of your enrolment application.

Value Added Tax ("VAT")

A VAT rate of 0% is applicable on the online courses offered by CampusNet and SAVS.

Errors

Where applicable, the correct price for the products or services is as listed on the website. Whilst every effort is taken to ensure that the correct price is reflected on other documentation, CampusNet shall not be obliged to sell products reflected at incorrect prices elsewhere. CampusNet shall only be liable to refund monies paid should you not wish to proceed with the purchase at the price reflected on the website. Refund of monies will be subject to the refund policy in these T & C's.

Payment Methods

Payment may be made via Visa, MasterCard credit cards or via Electronic Funds Transfer ("EFT"). When using a credit card to pay for your enrolment, you warrant that the card being used is yours and you indemnify CampusNet from any claims in this regard.

Credit card

If paying by credit card, CampusNet will confirm receipt of your enrolment by an acknowledgement displayed onscreen. Once your payment details have been verified and accepted, CampusNet will send you an e-mail containing your invoice to the e-mail address you provide in your enrolment application.

Electronic Funds Transfer (EFT)

If paying by EFT, payment must be received in the CampusNet bank account before your enrolment can be confirmed. On receipt of the payment, an e-mail confirming your enrolment and containing your invoice will be sent to the e-mail address you provide in your enrolment application. If you do not receive an email confirming your enrolment, it is your obligation to inform CampusNet accordingly.

PayFast Payment Gateway

Payment via EFT and credit card are offered by CampusNet on the website and are facilitated by PayFast (Proprietary) Limited. PayFast uses the strictest form of encryption. The Users may go to <https://www.payfast.co.za/b/std/security> to view their security policy.

Customer Details Separate From Card Details

Customer details will be stored by CampusNet separately from any EFT or card details which are entered by the client on PayFast's secure site.

Merchant Outlet Country and Transaction Currency

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

Vouchers

CampusNet may make electronic vouchers available to students and educational institutes that have entered into agreements with CampusNet for specific products and services in line with the requirements of such agreements. CampusNet may also, from time to time, make electronic promotional vouchers available on the Website (collectively referred to as "Vouchers").

Vouchers can only be redeemed -

- while they are valid; their validity being unable to be extended
- on the Website towards the purchase of products listed on the Website.

Vouchers cannot be -

- exchanged for cash; or
- transferred or assigned to any other party, unless agreed to by CampusNet.

General Terms and Conditions cont...

Promotional Vouchers

Promotional Vouchers are issued electronically at CampusNet's own discretion. Users do not have a right to promotional Vouchers and promotional Vouchers cannot be earned. Promotional Vouchers are issued under specific terms and conditions regulating when and how they may be used. As a general rule, and unless specified otherwise on the specific promotional Voucher itself -

- a promotional Voucher can only be used with promotional offers on the Website;
- only one promotional Voucher can be used per purchase; and
- the value of the promotional Voucher will be set off against the total value of your purchase and the balance remaining, if any, will be payable by you.

Refund policy

The CampusNet (SAVS) Refund and Privacy Policy can be viewed [here](#)

Binding Agreement

A legally binding agreement between yourself and CampusNet is created at the point of our acceptance of your enrolment. Your enrolment application, which represents an offer to CampusNet to enrol for the products or services with SAVS, will be accepted once:

- You electronically submit a properly completed enrolment application for one or more products or services; **and**
- Your payment has been accepted, **and**
- CampusNet or SAVS send you an email confirming acceptance of the enrolment.

SAVS reserves the right to decline your enrolment, at any time prior to sending you an email confirming our acceptance of your enrolment. CampusNet and SAVS will not be liable to you or anyone else in such circumstances.

Changes to Agreement

CampusNet may change these T's & C's or any part thereof at any time with or without notice to you. It is at all times your responsibility to visit the Website to see whether these T's & C's have been amended and to ensure that you are satisfied with such amendments to these T's & C's. Should you not be satisfied with the amendments to these T's & C's, you agree to refrain from placing any further enrolment applications or orders on, or from using the Website in any way.

Termination of Agreement

Due to the nature of the products or services being offered, once you and CampusNet have concluded a binding agreement in relation to any products or services made available through the Website, both parties will be bound to such binding agreement until such time as both parties have completed their respective obligations as provided for under such binding agreement as detailed. This binding agreement includes adherence to the Operational Policies and Procedures of the Southern African Virtual School as detailed in the SAVS Student Parent Handbook. All remedies in relation to the products or services shall be determined in accordance with such binding agreement.

Governing Law and Jurisdiction

This Website is controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the "Disputes" clause of these T's & C's, you and CampusNet submit to the exclusive jurisdiction of the South African courts.

Disputes

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and CampusNet on any matter provided for in, or arising out of these T's & C's, and not resolved through the person in charge of CampusNet, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English.

Address for Delivery of Important Documents and Communications

CampusNet chooses as its domicile address for all purposes under these T's & C's, whether in respect of court process, notice, or other documents, the following address: CampusNet (Pty) Ltd, 10 Klaserie, 39 Turvey Street, Benoni, 1500, South Africa. Attention: Director, K.Maree.

You choose as your domicile address for all purposes under these T's & C's, the address information as reflected on your enrolment application.

All communications of an operational nature or in relation to which you require assistance with regard to the Website or the products or services must be addressed to support@savschool.co.za.

Term and Termination

These T's & C's, as amended by CampusNet from time to time, shall commence from the date on which they are published on the Website and continue indefinitely. CampusNet shall, at its own discretion, be entitled to terminate these T's & C's or shut down the Website at any time.

Termination of Services

Without prejudice to you, CampusNet may cancel any one or more of your orders if you breach any of your obligations in terms of these T's & C's and CampusNet may refuse to accept any further enrolment applications from you.

Electronic Communications

When you visit the Website or send e-mails to CampusNet and SAVS, you consent to receiving electronic communications from CampusNet and agree that all agreements, notices, disclosures and other communications sent by CampusNet satisfy any legal requirements, including but not limited to the requirement that such agreements, notices, disclosures and other communications should be "in writing".

General Terms and Conditions cont...

Information

The Electronic Communications and Transactions Act states that when we offer products or services by way of certain electronic transactions, we must make the following information about us available to you:

Full name of Owner: CampusNet (Proprietary) Limited, registration number 2008/020362/07.

Main business of Owner: CampusNet (Pty) Ltd, via its operational unit, the Southern African Virtual School (SAVS) is an educational distribution network, aimed at providing access to online educational courses supported by experienced teachers and instructors.

Physical Address: 10 Klaserie, 39 Turvey Street, Benoni, 1500, South Africa.

Postal Address: P O Box 412, Boksburg, 1460

Contact telephone number: 0861002235

Webmaster: support@savschool.co.za

Website: www.campusnet.co.za

Email address: info@savschool.co.za

Security

Any person who delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorized access to any page on this Website shall be prosecuted and civil damages shall be claimed from such person in the event that CampusNet suffers any damage or loss.

You agree and warrant that your log-in name and password shall:

- be used for your personal use only; and
- not be disclosed to any third party.

You allow CampusNet to take all reasonable steps to ensure the integrity and security of the Website and any back-office applications.

Spiders and Crawlers

No person, business or Website may use any technology to search and gain any information from this Website without the prior written permission of CampusNet. Such permission could be obtained by contacting support@savschool.co.za.

Hyperlinks

No person, business or Website may link to any page on this Website without the prior written permission of CampusNet. Such permission could be obtained by contacting support@savschool.co.za.

Hyperlinks provided on this Website to non-CampusNet sites are provided on an 'as is' basis and CampusNet does not necessarily agree with, edit or sponsor the content on the web pages in respect of such hyperlinks.

Framing

No person, business or Website may frame this site or any of the pages on this Website in any way whatsoever.

Terms and Conditions pertaining to SAVS membership

When purchasing any product or service from CampusNet, Users agree that:

- They will be irrevocably bound by the T's & C's applicable to the use of this Website and agree to indemnify CampusNet in the event that they breach these T's & C's;
- They will provide full and accurate information;
- Registration is for a single User and a User's username and password cannot be shared with any other person;
- A single username and password cannot be used to allow multiple access to other Users over a network;
- They will not use the Website to collect, harvest or otherwise obtain personal information relating to other Users or members;
- They will not post or transmit any commercial, advertising, or promotional materials on the Website;
- They will not post any material that infringes upon any third party's copyright, trademark, patent, or other intellectual property right.

International use

CampusNet does not represent that all content, materials, and services on this Website are appropriate or available for use in all geographic locations, especially some locations outside of the Republic of South Africa. Users who do access content, materials, and services from such locations act on their own initiative and CampusNet accepts no liability for compliance with local laws or other applicable laws.