

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

General Terms and Conditions

These General Terms and Conditions relate solely to the use of the CampusNet and Southern African Virtual School websites and DO NOT apply to any online course offerings or the use of the Brainhoney Learner Management System or any other services offered by the Southern African Virtual School

Detailed Description of Products and Services

The products referred to include any physical products offered through the CampusNet and Southern African Virtual School online stores and include, but are not limited, to T-shirts, Peak Caps and similar merchandise.

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 order.

Value Added Tax ("VAT")

A VAT rate of 14% is applicable on the merchandise and physical products 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 order, 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 order 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 order.

Electronic Funds Transfer (EFT)

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

If you change your mind about the products you have purchased from us, we will refund the purchase price or exchange those products (other than gift cards), subject to the following conditions :

Items must be returned within 14 days of purchase with the original receipt or other proof of purchase

You must provide your name and address

The returned items must not be swimwear, underwear, earrings, cosmetics or stock clearance items

The returned items must be unworn, unwashed, or otherwise unused with original tags/labels attached.

If you request a refund, the purchase price (excluding delivery charges for online) will be refunded to you using the original payment method once we have received the returned item back and confirmed that it meets conditions 1-4 above. You are responsible for any costs associated with returning the item to us including any currency conversion costs.

Binding Agreement

A legally binding agreement between yourself and CampusNet is created at the point of our acceptance of your order. Your order, which represents an offer to CampusNet to purchase the product will be accepted once:

- Your payment has been accepted, **and**
- CampusNet or SAVS send you an email confirming acceptance of the order.

SAVS reserves the right to decline your order, at any time prior to sending you an email confirming our acceptance of your order. 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 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.

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 order form.

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 no longer offer these products through 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 orders 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".

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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.