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**TERMS AND CONDITIONS OF USE**

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by

**THE UCAN GROUP PROPRIETARY LIMITED**

and

**THE USER**

The logo for UCAN, featuring the letters 'UCAN' in a bold, white, sans-serif font. The letters are set against a solid black rectangular background. The 'U' and 'C' are connected, and the 'A' and 'N' are also connected. The overall style is clean and modern.

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## **TERMS AND CONDITIONS OF USE**

between

**The Ucan Group Proprietary Limited;** and

**The User.**

### **Recitals**

- A. This document sets out the general Terms and Conditions of use of the Ucan Platform and the privacy policy framework of the Ucan Platform. .
- B. Part A deals with the general terms and conditions of use.
- C. Part B deals with the privacy policy.
- D. Accordingly, the User agrees to the Terms and Conditions, as set out herein.

## **PART A - GENERAL TERMS AND CONDITIONS OF USE**

### **1. INTRODUCTION**

- (a) Without qualification or exception, by using the Ucan Platform, accessing the Ucan Platform (in its Web-based Format) or using the Services (after registering an account on the Ucan Platform), You are agreeing to being bound by and shall be deemed to have understood and accepted these Terms and Conditions and all of the provisions of the Privacy Policy (including, Our limited use and the treatment of Your Personal Information and content. As such, please read these Terms and Conditions and the Privacy Policy carefully.
- (b) If You do not agree to any of these terms and conditions, You should not download, access, or make use of the Ucan Platform (in whatsoever format it is available in) or make use of the services.

### **2. DEFINITIONS AND INTERPRETATION**

#### **2.1 Definitions**

All defined terms and expressions used in these Terms and Conditions have the meanings ascribed to them in this clause 2, unless otherwise defined herein and similar expressions shall bear the corresponding meanings:

**Affiliate** means in relation to a Party:

- (a) any direct or indirect holding company of such Party; or
- (b) any company or entity which is a subsidiary of, or for the time being directly or indirectly controlled by the holding company; or
- (c) in the case of a Party which does not have a holding company, any company or entity which is for the time being directly or indirectly controlled by that Party, and for this purpose:
  - (i) a company or entity is directly controlled by another company or entity if that other company or entity beneficially holds shares carrying the majority of votes at a general meeting (or similar body) of the first mentioned company or entity; and

- (ii) a company or entity is indirectly controlled by the holding company if a series of companies or entities can be specified, beginning with the holding company and ending with the particular company or entity, so related that each company of the series except the holding company is directly controlled by one or more of the preceding companies or entities in the series;

**Applicable Laws** means any applicable statute, law, ordinance, rule, regulation, order, judgement or decree, enacted, adopted, issued or promulgated by any federal, national, state, regional, local, international, or multinational government, governmental, regulatory, or administrative authority, agency or commission, or any court, tribunal, or judicial or arbitral body of competent jurisdiction;

**Device** means any device which You may use to access, download or make use of the Services, such as a personal computer, a smart phone, smart watch or tablet computer, or such other devices as may be created in the future which You may use for the purposes described herein;

**Device-Native Format** means any format of the Ucan Platform which is designed for use on a specific Device(s) other than its Web-Based Format;

**Effective Date** means the date upon which You download, access or make use of the Ucan Platform or its content;

**Intellectual Property** means all intellectual property subsisting in, pertaining to or used on the Ucan Platform including, patents, designs, inventions, Trade Marks, service marks, domain names and URL's, sales and user data, databases, trade secrets, methods and know-how, as well as copyright, including all copyright in any logos, devices, designs, multimedia works, software (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above;

**Reports** means all output, including reports, graphs, diagrams and overviews, that is produced by Software for the You when using the Ucan Platform;

**Parties** means Ucan and the User, and the term **Party** shall, as the context requires, be a reference to any one of them;

**Personal Information** means information which relates to You (whether an identifiable living natural person or identifiable, existing juristic person or otherwise), including, information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and Your birth; information relating to Your education or the medical, financial, criminal or employment history; any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to you; Your biometric information; Your personal opinions, views or preferences, correspondence uploaded by You that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about you, and Your name if it appears with other personal information relating to You or if the disclosure of the name itself would reveal information about you, Your location based data tracked through the global positioning system functionality on Your Device and any other personal information obtained by way of tracking Your location through Your Device's global positioning system;

**Process** means any operation or activity, whether automated or not, concerning Personal Information, including, the collection of, receipt, recording, organisation, collation, storage, updating or modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking,

degradation, erasure or destruction of information, and the term **Processing** shall have the corresponding meaning;

**Profiles** means any artificial intelligence algorithms created by and/or as a result of the artificial intelligence system accessed through the Software by means of an aggregation of knowledge, including using information and data in relation to You which has been obtained from any publically available sources and/or information and data supplied by You to Us through Your use of the Services (including in respect of any Reports which You may generate therefrom) or through Your interaction with the Internet, in whatsoever form;

**Services** mean Your access or use of the following services offered by Us to You through the Ucan Platform, including:

- (a) the Software through the Ucan Platform offered by Us on the Ucan Platform, from time to time, which as at the Effective Date is the provision of certain automated auditing services;
- (b) the products, courses and/or services which We own and may be offered to You after You have subscribed for such products and/or services on marketplace, including the generation of any Reports; and/or
- (c) any other products and/or services which We own and which may be offered to you, from time to time;

**Software** means the software solution made available through the Ucan Platform, and such other software as We may make available to You through the Ucan Platform, from time to time;

**Terms and Conditions** means the general terms and conditions of use (as set out in Part A) and the privacy policy (as set out in Part B), accessible at the following hyperlinks [Terms and Conditions](#) and [Privacy Policy](#) as amended from time to time;

**Trade Marks** means all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilised on or in relation to the Ucan Platform;

**Ucan** means The Ucan Group Proprietary Limited, a private company duly incorporated in the Republic of South Africa with registration number 2015/344389/07, having three respective divisions: (i) Ucan Kids; (ii) Ucan Professional; and (iii) Ucan Life, and the terms **Us**, **We** or **Our** shall have corresponding meanings;

**Ucan Group** means any holding company's Affiliates, associates, subsidiaries, and divisions (all inclusive) of Ucan;

**Ucan Platform** means the multi-device software application and programming interface (including any dashboards), whether in a Web-based Format or a Device-Native Format, to which these Terms and Conditions are linked or made reference to and through which You can download, access or make use of the Services;

**User** means the user of the Ucan Platform and the terms **You** or **Your** shall have corresponding meanings; and

**Web-based Format** means any format of the Ucan Platform, which is designed, for You to access, download or make use of through a web browser, including that accessible at [www.ucancourses.com](http://www.ucancourses.com).

## 2.2 Interpretation

- (a) Unless inconsistent with the context or save where the contrary is expressly indicated:
  - (i) if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause 2, effect shall be given to it as if it were a substantive provision of these Terms and Conditions; and
  - (ii) any reference in these Terms and Conditions to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time.
- (b) Unless inconsistent with the context, an expression which denotes:
  - (i) any one gender includes the other genders; and
  - (ii) the singular includes the plural and *vice versa*.
- (c) Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause 2.
- (d) The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- (e) These Terms and Conditions shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed these Terms and Conditions in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- (f) The use of the words **including**, **includes** or **include**, followed by a specific example(s), shall not be construed as limiting the meaning of the general wording preceding them, notwithstanding any rule of interpretation which may provide otherwise;

## 3. PROPRIETARY RIGHTS

- (a) Using Our Services does not give You ownership of any Intellectual Property rights in Our Services or the content You access or make use of on the Ucan Platform. You agree that We own all Intellectual Property subsisting in the Services and the Ucan Platform.
- (b) All Applicable Laws protect the content of the Services and the Ucan Platform. The owners of such content reserve all such rights therein unless provided otherwise in these Terms and Conditions.
- (c) You agree to undertake to not:
  - (i) use or register any trademarks, trade names or other devices or incorporate marks which are the same as or confusingly similar to the Trade Marks or which marks are likely to be associated with the Trade Marks or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of the Trade Marks;

- (ii) at any time, to do (or cause to be done) anything in any way which or could impair, weaken, damage or be detrimental to any part of Our rights, title and interest in and to the Intellectual Property, or the reputation and goodwill associated therewith;
- (iii) challenge Our rights to Our current or future Intellectual Property in any country; and
- (iv) make any unauthorised use of the Intellectual Property or to represent that You have any rights of any nature in the Intellectual Property or any registrations thereof.

#### **4. GENERAL USE OF THE UCAN PLATFORM**

- (a) In order to use the Ucan Platform, You must register an account on the Ucan Platform by following the prompts displayed on the Ucan Platform after downloading it (if made available by means of a Device-Native Format) or entering the Ucan Platform (in its Web-based Format).
- (b) By registering an account on the Ucan Platform, You agree that You shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the Services. You shall notify Service Provider should You discover any loss or unauthorised disclosure of the information.
- (c) You may chose or be provided with an identification code, username, password or any similar form of identification information as part of the Ucan Platform's security systems (**log-in credentials**) by signing up online at [www.ucancourses.com](http://www.ucancourses.com) or You may otherwise be assigned an identification code, username, password or any similar form of identification information to You by an administrator (such as Your employer or an Affiliate).
- (d) Your log-in credentials is valuable and You are responsible for keeping this information secret and confidential and will not allow anyone else who is not authorised to use it. You agree that You will not be entitled to transfer, share or grant another user or entity access to Your log-in credentials.
- (e) You shall be responsible for any and all access to any of the Services with Your log-in credentials. When Your log-in credentials has been used in order to gain access to the Services, We shall be entitled to assume that such use and all related communications emanate from you. We encourage You to use a distinct and non-obvious account password that is different from passwords You use for any other service and to log-out of the Ucan Platform after using it to prevent anyone else from using it.
- (f) If We reasonably suspect that Your account is being used by a third party fraudulently (for example, as a result of a compromise to Your log-in credentials), You acknowledge that We may suspend Your account until You can reclaim ownership of it. Based on the nature of the compromise, We may be required to disable access to some or all of the Services which may be made available to You on the Ucan Platform.
- (g) In the event that You become aware of a breach of the confidentiality of Your log-in credentials, You must immediately notify Us via email to the following address [support@ucancourses.com](mailto:support@ucancourses.com). Your compromised log-in credentials will be deactivated as soon as reasonably possible and You shall be obliged to amend Your log-in credentials.
- (h) If You create an account on behalf of an entity, such as Your business or employer, You represent that You have the legal authority to bind that entity to these Terms and

Conditions and such entity accepts these Terms and Conditions. You shall hold harmless and indemnify the Ucan Group, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms and conditions, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

- (i) Please do not misuse Our Services. By accessing, downloading or making use of the Services, You undertake not to (whether directly or indirectly, including by means of targeted or strategic search patterns or generation of Reports):
  - (i) transmit any information through the Ucan Platform and/or do anything that is unlawful, harmful, fraudulent, inflammatory, insulting, offensive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, discriminatory, invasive of another's privacy, or racially, ethnically, or otherwise objectionable or constitutes a personal attack or likely to promote violence or hatred against others or post anything on the Ucan Platform that contains abusive, offensive or profane language;
  - (ii) not to copy, republish, distribute, adapt, modify, alter, decompile, reverse engineer, or attempt to derive the source code of or create a derivative of works or otherwise attempt to reproduce the Ucan Platform or its contents (including any material displayed or made available thereon), including any and all content belonging to third parties that are found thereon or to which the Ucan Platform provides a link;
  - (iii) not to establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Ucan Platform without Our prior written consent;
  - (iv) engage in any activity that exploits, harms or threatens to harm minors in any way through the Ucan Platform;
  - (v) circumvent any restrictions on access to or availability of the Services, including to attempting to gain unauthorised access to the Ucan Platform, including through theft of another user's log-in credentials or by-passing any user authorisation settings set by You through Your use of the Services;
  - (vi) transmit any information through or via the Ucan Platform which contains any viruses, trojan horses, worms, logic bombs, time-locks or other malicious coding, or software or other components designed to limit or harm the functionality of a computer. We may report You to the relevant authorities and may act under the fullest extent of Applicable Laws if You transmit or upload content intended or designed to cause harm;
  - (vii) fail to comply or help others to break these Terms and Conditions, any guidelines or rules (which We may post on the Ucan Platform from time to time), and any Applicable Laws;
  - (viii) impersonate any person or entity or falsely state or otherwise misrepresent its affiliation with a person or entity; and/or
  - (ix) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services
- (j) If You wish to deactivate Your account at any time and for any reason, please email Us on [support@ucancourses.com](mailto:support@ucancourses.com) or follow the prompts on the hyperlink. Upon



deactivating account, We will put it in a suspended state for a period of 60 days. If You log back into Your account during that period, Your account will be reactivated.

- (k) If You commit any breach of these Terms and Conditions or in any other way interact with or use the Services in an unlawful or unauthorised manner, We shall be entitled, in Our sole and absolute discretion, to deactivate Your account and terminate Your access to the Services immediately, without prior notice, without any liability on Our part and without prejudice to Our rights in terms of these terms and conditions or under any applicable law, in doing so all rights granted to You in terms of these terms and conditions shall cease immediately.
- (l) Notwithstanding anything to the contrary, You acknowledge and agree that any or all of Our services may be terminated in whole or in part at Our sole and absolute discretion (for any reason whatsoever) without notice to you. You assume any and all risk of loss associated with the termination of Our services.
- (m) Upon Your or Our decision (as the case may be) to deactivate Your account or Our decision to terminate any or all of the Service offered to You (in accordance with these Terms and Conditions), You agree that all rights granted to You in terms of these Terms and Conditions, including Your right to access and make use the Services stops immediately and Your licence to access and use the Software related to the Services ends.
- (n) If You commit any of the offences detailed in Chapter 13 of the Electronic Communications Transactions Act, 2002 (specifically sections 85 to 88 (inclusive)), You acknowledge that You shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Ucan and its Affiliates, agents and/or partners.

## **5. CANCELLATION**

### **5.1 General cancellations**

- (a) You may cancel the Services at any time prior to using the Ucan Platform, provided that You have not accessed any of the materials, information or Intellectual Property on the Ucan Platform. Ucan may, in its sole discretion, request reasons on why You are cancelling the Services. Ucan reserves the right to (i) accept; or (ii) reject the reasons for Your cancellation.
- (b) If your payment is not processed due to insufficient funds or a failure on Your part, or by that of Your payment processor, Ucan reserves the right to cancel the Services if (i) Your payment does not process within five Business Days after notice to You by Ucan; or (ii) You do not rectify the reason for the payment not processing, after notice by Ucan to You.
- (c) To cancel the Services, you must follow the process set out on the Ucan Platform or alternatively, e-mail Ucan on [support@ucancourses.com](mailto:support@ucancourses.com).
- (d) Cancellation in the circumstances shall be processed within 30 days after Ucan confirms receipt of the cancellation.

### **5.2 Money back guarantee cancellations**

- (a) You may cancel the Services after the first 15 days but in any event, no later than 30 days for a money back guarantee, provided that: You have logged on to the Ucan Platform, consistently completed or attempted to complete the courses and thereafter, have confirmed that you are not satisfied with the Services. You will not be entitled to

a refund if You have (i) downloaded the material, courses or Intellectual Property from the Ucan Platform, without (ii) completing the first 15 days of the courses.

- (b) Should you cancel the Services in accordance with clause 5.2(a), then You will be required to follow the cancellation process and Ucan may, in its sole discretion, request that You provide reasons why You are not satisfied with the Services.
- (c) The reasons provided by You will be in good faith with objective reasons. Ucan will review the reasons provided by You and subject to Ucan's sole discretion, Ucan will either (i) accept; or (ii) reject the reasons on why You are not satisfied with the Services.
- (d) In the event Ucan rejects the reasons provided to you in accordance with clause 5.2(c), Ucan shall reserve its rights not to refund You, until such a time as Ucan accepts the reasons why you are not satisfied with the Services.
- (e) Should Ucan accept the cancellation in terms of clause 5.2, Ucan shall process the refund within 30 days' after receiving notice from You to cancel the Services.

## 6. OUR RIGHTS

- (a) You agree and acknowledge that:
  - (i) You will only use the Services in accordance with these Terms and Conditions, including any terms and conditions incorporated herein by reference and any Applicable Laws;
  - (ii) if there is a conflict between any versions of these Terms and Conditions, the Terms and Conditions last in time shall prevail and be binding on You; and
  - (iii) no third party has any obligations to provide maintenance or support in relation to the Services.
- (b) You hereby indemnify the Ucan Group and hold Us harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by You and/or any third party in relation to any act or omission by You or Your affiliates, employees, representatives, agents or assigns or any third party in relation to or arising out of Your use of the Services and/or arising from Your violation or infringement of the provisions of these Terms and Conditions, additional rules, guidelines or terms of use posted on the Ucan Platform, or Your violation or infringement of any third party rights, including intellectual property rights.
- (c) To the extent any facility is made available to You on the Ucan Platform for submitting, storing or receiving of content to or through the Services (**Content**), You hereby give Us a worldwide and royalty-free licence to use, host, store, reproduce, broadcast, transmit, display, reformat, modify, create derivative works (such as those resulting from translations, adaptations or other changes We may make so that the Content works better with the Services), communicate, publish, publicly perform, publicly display and distribute such Content, to the extent permitted by any Applicable Laws and without compensating you.
- (d) We reserve the right to make any changes to the Ucan Platform, its content and/or the Services offered through the Ucan Platform at any time and without notice to reflect changes to any Applicable Laws or changes to the Services. Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to these Terms and Conditions.

- (e) The display of content via the Ucan Platform may differ depending on the Device You are using to access the Services.
- (f) You agree that the content made available through the Ucan Platform reflects the views of the author and do not necessarily constitute Our official opinion unless stated otherwise.
- (g) The transmission of information via the internet, including without limitation email, is susceptible to monitoring and interception. You agree and acknowledge that You bear all risk of transmitting information in this manner. Under no circumstances shall We be liable for any loss, harm, or damage suffered by the user as a result thereof. We reserve the right to request independent verification of any information transmitted via email and You hereby consent to such verification should We deem it necessary.
- (h) The Software, and aspects or features thereof, may, from time to time, be provided in beta format. In such instances, any access to the Ucan Platform or the Software shall be on an “as is” and “as available” basis.
- (i) Should You encounter any bugs, glitches, lack of functionality or other problems on the Ucan Platform, please let Us know immediately so We can rectify these accordingly.
- (j) When a Service requires or includes downloadable software, this software may update automatically on Your Device once a new version or feature is available. Some Services may let You adjust Your automatic update settings.

## **7. WARRANTIES**

You hereby represent and warrant that You:

- (a) have full contractual capacity, are of the legal age to form a binding contract, and have not been declared mentally unfit by any court of competent jurisdiction;
- (b) have read and understand these Terms and Conditions before accessing, downloading or make use of the Services;
- (c) are not a person barred from receiving the Services in terms of any Applicable Laws in any applicable jurisdiction;
- (d) are not listed on any government list of prohibited or restricted parties; and
- (e) any information which You have submitted when registering Your account on the Ucan Platform is true, accurate, current and complete and that You will maintain and promptly update such information keep it true, accurate, current and complete.

## **8. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITIES**

- (a) You agree that You make use of the Services at Your own risk and assume all responsibility for Your risk use of the Services. Except where expressly provided otherwise, the Ucan Platform, all content provided on or through the Ucan Platform, and the services are provided “as is”.
- (b) You agree that Ucan does not give any representations, guarantees or warranties of any kind (whether express or implied) as to its suitability, usability, accuracy or functionality or the services made and the Ucan Group in this regard.
- (c) Notwithstanding anything to the contrary contained in these terms and conditions, the Ucan Group shall have no liability for any compensation, loss, damage, cost, claim or penalty of whatsoever nature, including direct, indirect, special, and consequential

damages; loss of profits, commercial or economic loss; whether caused by latent or patent defects in the Ucan Platform, the access or use of the Ucan Platform and content contained on the Ucan Platform or otherwise; whether or not the Ucan Group has been advised of or have knowledge of the possibility of such resulting from Your use of the services, including in respect of any damage to any computer system or loss of data that results from such activities; and any other loss of whatsoever nature, however arising out of or in connection with these terms and conditions or the Ucan Platform.

- (d) Although all efforts will be put into ensuring that no malicious content can be received by You through the Ucan Platform and made to have the Ucan Platform available at all times, You agree that Ucan Group does not warrant:
- (i) the Ucan Platform not being free of any malicious content or viruses, any loss resulting from a distributed denial-of-service attack, or any malicious content that may infect any of Your devices, equipment, data or any other material caused by Your use of the Services or downloads received from Your use of the Services;
  - (ii) Services will be available at all times and You agree that the all or any part of the Services may become unavailable due to technical related reasons, maintenance or repairs, loss of connectivity or some other form of interruption (whether on a scheduled or unscheduled basis);
  - (iii) the Ucan Platform shall be error-free or will meet any particular criteria of accuracy, completeness, timeliness, suitability or reliability of information, performance or quality. The Ucan Group expressly disclaims, to the extent permitted by any applicable law, all warranties whether express, statutory or implied, including, without limitation, warranties of merchantability, title, fitness for any or a particular purpose, non-infringement, compatibility, security, accuracy and that the quality of any content consumed, purchased or obtained by You on or through the Ucan Platform shall meet Your expectations;
  - (iv) The cost of substituting any services resulting from any of the above;
  - (v) The actions or requirements of any telecommunications authority or a supplier of telecommunications services or software;
  - (vi) Unauthorized access to or the loss, corruption or alteration of Your transmissions, content or data; and
  - (vii) Our actions or omissions in reliance upon Your information and any changes thereto or notices received therefrom; (vi) Your failure to protect the confidentiality of any passwords or access rights to Your information; (vii) the acts or omissions of any third party using or integrating with the Service or offering products through the Services and/or accessed in whatsoever format; (viii) any advertising content or Your purchase or use of any advertised or other third-party product or service; (ix) the termination of Your information in accordance with the terms of these terms of service; or (ix) if You suffer from any illness, injury or condition as a direct or indirect use of the services; or (x) any other matter relating to the service.
- (e) The Ucan Group shall not be held liable for and hereby indemnified from any loss, damage, claims, costs or penalties incurred:
- (i) as a result of the above in clause 8(d);
  - (ii) any downtime associated with the above in clause 8(d);

- (iii) unauthorized access to or the loss, corruption or alteration of Your transmissions, content or data;
- (iv) Your use of the services and for the content You upload onto the Ucan Platform;
- (v) software, programs and support services supplied by, obtained by or modified by You or any third party without Our consent or knowledge ;
- (vi) Your failure to provide Us with accurate information or to keep Your account information secure and/or arising from unauthorised use of log-in credentials;
- (vii) statements or conduct of any third party on or using or integrating with the service or offering products through the services and/or accessed in whatsoever format;
- (viii) our actions or omissions in reliance upon Your log-in credentials and any changes thereto or notices received therefrom; and
- (ix) the termination of Your log-in credentials in accordance with these terms and conditions.

## **9. EXCLUSIONS AND LIMITATIONS**

- (a) Nothing in these terms and conditions (including the limitation of liability provisions) is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the disclaimer, exclusion or limitation of certain liabilities for loss or damage caused by wilful acts, negligence, breach of contract or breach of implied terms, or incidental or consequential damages. To the extent that they are held to be legally invalid, disclaimer, exclusions and limitations set for in these terms and conditions including those set out in clause 8 and this clause 9, do not apply and all other terms shall remain in full force and effect. Accordingly, only those liability and other limitations which are lawful in Your jurisdiction (if any) will apply to You and Our liability is limited to the maximum extent permitted by any applicable law.
- (b) To the extent permissible under any applicable law, You agree that any claim or cause of action You may have arising out of or related to use of the services or otherwise under these must be filed within one year after such claim or cause of action arose or You hereby agree to be forever barred from bringing such claim. This provision shall be deemed to constitute a separate written legally binding agreement by and between You and us.

## **10. GOVERNING LAW**

The entire provisions of these Terms and Conditions shall be governed by and construed in accordance with the substantive laws of the Republic of South Africa.

## **11. GENERAL**

- (a) We reserve the right to change, all or parts of these Terms and Conditions from time to time, which changes will become effective upon it being posted to the Ucan Platform. Your continued use and access of the Ucan Platform and/or the Services following the posting of changes or updates will be considered notice of Your acceptance to abide by and be bound by the revised Terms and Conditions. Please periodically check on the Ucan Platform for any such changes or updates.

- (b) We may post guidelines or rules which are applicable to the Services and/or the Ucan Platform (from time to time, which We may modify), such guidelines or rules are hereby incorporated by reference into these Terms and Conditions.
- (c) No extension of time or waiver or relaxation of any of the provisions or terms of these Terms and Conditions shall operate as an estoppel against a Party in respect of its rights under these Terms and Conditions.
- (d) No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.
- (e) No failure by any Party to enforce any provision of these Terms and Conditions shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- (f) If any term or provision of these Terms and Conditions be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms and Conditions shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms and Conditions.

## 12. NOTICES

- (a) We choose the address referred to in clause 13 as the address where any legal document or notice must be served or delivered to us.
- (b) We will send You any legal documents or notices at the e-mail address provided by You upon registering Your account on the Ucan Platform.
- (c) We may send any other written communication to Your e-mail address or cell phone number by text message. For the purposes of these Terms and Conditions, any communication sent by e-mail will be regarded as having been received by You one day after it was sent.

## 13. DISCLOSURE OF INFORMATION

We disclose the following information to You in compliance with section 43(1) of the Electronic Communications Act, 2005:

- (a) Our full name and legal status: The Ucan Group (Pty) Ltd
- (b) Physical address: 51 West Street, Houghton Estate, Johannesburg, 2198
- (c) Postal address: 51 West Street, Houghton Estate, Johannesburg, 2198
- (d) Telephone number: +27(0)828510209
- (e) Website address: [www.ucancourses.com](http://www.ucancourses.com)
- (f) E-mail address: [support@ucancourses.com](mailto:support@ucancourses.com)
- (g) Main description of the services provided through the Ucan Platform: See the definition of **Services**;
- (h) Place of registration: Republic of South Africa.
- (i) Full price of the Services: is not applicable in terms of these Terms and Conditions.

- (j) Terms applicable: shall be deemed to be these Terms and Conditions.
- (k) Manner and period within which a full record of the transaction can be assessed and maintained
- (l) Return, exchange and refund policy: is not applicable in terms of these Terms and Conditions.
- (m) Dispute resolution code subscribed to by Us and how You may access it: Not applicable.
- (n) Our security procedures and privacy policy: See Section B of these Terms and Conditions below.

## **PART B - PRIVACY POLICY AND USE OF PERSONAL INFORMATION**

### **1. INTRODUCTION**

- (a) We are committed to protecting Your privacy and Personal Information and therefore warrant that no information collected by Us shall be used for any other purposes other than stipulated in these Terms and Conditions.
- (b) By accessing the Ucan Platform in its Web-based Format or by downloading the Ucan Platform to Your Device in its Device-Native Format and by registering for the Ucan Platform and using the Services, You expressly consent to Us collecting and Processing of Your Personal Information, which permission is restricted as set out in clause 2 below, You may revoke this permission in writing at any time by sending an e-mail to this effect to the following e-mail address [support@ucancourses.com](mailto:support@ucancourses.com).
- (c) We will not collect or Process Your Personal Information for any purpose, other than the purposes disclosed to You in clause 2, unless You give Us express written consent to do so, or unless We are permitted or required to do so by any Applicable Law, and will at all times remain responsible for determining the purposes and means for Processing Your Personal Information and disclosing such purpose to You to the extent that it has not done so in these Terms and Conditions. With Your express written consent to the sharing of Your Personal Information by Us (strictly for the purposes disclosed to You in clause 2), We shall be entitled to share Your Personal Information within the Ucan Group and for any of the Services, as well with trusted third parties who assist Us in operating the Ucan Platform, carrying out the operations contemplated in clause 2 (such as marketing and research), conducting Our business or servicing you, including without limitation, Our service providers, persons who act as Our agents or to whom We have transferred or proposes to transfer any of Our rights in relation to you, so long as those parties agree to keep Your Personal Information confidential and adhere to Our privacy policies.
- (d) You acknowledge that You have read these Terms and Conditions and in particular the privacy policy contained in this Section B and that You understand and accept the consequences of the consent with respect to Your Personal Information in clause (b) and that You are giving such consent voluntarily and without any undue influence from us.

### **2. PROFILES**

- (a) We may, from time to time, create Profiles by using Personal Information provided by You and/or obtained from publically available sources. Profiles are de-identified artificial intelligence algorithms created by the Software as a means to enhance the knowledge engine results made accessible through the Service.

- (b) The Intellectual Property in any Profiles created by the Software and any Intellectual Property in any Profiles shall be Our sole property, and You agree that same vests automatically in Our name and to the extent this is not the case by operation of law, You hereby assign to Us any rights or title thereto, to the extent permissible under any Applicable Law. To the extent this is not permissible under any Applicable Law, You hereby grant Us a non-exclusive, transferable, royalty-free, sub-licensable, worldwide license thereto.

### **3. PURPOSES FOR COLLECTING AND PROCESSING OF PERSONAL INFORMATION**

- (a) The following are the purposes for which We will collect and Process Your Personal Information:
  - (i) to operate and administer the Services, to allow Us to provide the Services, or any combination of services linked to the Services, to you, to personalise and tailor the Services for You (including by way of creating Profiles) and to process instructions or requests by You with respect to the Services and the use of the Services;
  - (ii) to monitor and analyse Your conduct in respect of the Services for fraud;
  - (iii) for compliance and risk related purposes;
  - (iv) to analyse Your Personal Information collected for research and statistical purposes and once such Personal Information is analysed to send You marketing and promotional material which We believe are relevant to You based on its analyses of Your Personal Information;
  - (v) to conduct market research, as well as academic research in respect of the Personal Information in order to identify potential markets and trends, to develop new Services and to improve Our offerings to You in terms of the Services, as well as offerings, products and services by Us and the Ucan Group to its customers in terms of its business practices in general, whether in the ordinary course or otherwise; and
  - (vi) to aggregate and/or depersonalise Your Personal Information after analysing it for statistical purposes and/or conducting market and academic research in respect thereof, as aforesaid, and transferring or on-selling such depersonalised information to third parties for commercial or non-commercial means.
- (b) All Personal Information collected for research, statistical and marketing purposes will be aggregated and/or depersonalised before on-selling or transferring such information to third parties for marketing, advertising, or other uses, except as expressly agreed to by you.

### **4. SECURITY OF PERSONAL INFORMATION**

- (a) We shall take all reasonable steps to protect Your Personal Information from loss of, damage to, unauthorised use of, or misuse or alteration of Your Personal Information. The Personal Information shall be stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.
- (b) A variety of security measures are used to maintain the safety of the Personal Information when an order is placed or Personal Information is entered, stored, recalled or accessed. All supplied sensitive Personal Information including, but not limited to personal particulars are transmitted via Secure Socket Layer (**SSL**) technology and then



encrypted into the database. Such information will only be accessible by the authorised personnel of such payment provider with special access rights to such systems, and such individuals are required to keep the information confidential.

- (c) We may however disclose any information that We see fit to the relevant authority where We are required to disclose that information in terms of any Applicable Law.

## **5. COLLECTION OF PERSONAL INFORMATION**

- (a) We may collect Your Personal Information from a number of different sources. This includes information provided directly by You when You use the Services, or interact with the Services, advertising or other services, or Your use of the Internet as well as information provided when creating a profile or any linked social media services, third party websites or other services which Your profile is associated with. We may also collect Personal Information from publically available sources, advertising platforms and partners and other third parties.
- (b) We shall keep Your Personal Information for as long as We consider necessary for the purposes described herein, or as long as any Applicable Law allows. We store Your information on servers that We control which are primarily based in Europe . We may also use servers that are located outside of Europe and We may engage partners outside of Europe who will also process and store Your Personal Information to provide services to us.

## **6. YOUR RIGHTS TO YOUR CONFIDENTIAL INFORMATION**

- (a) You have certain rights in relation to the Personal Information that We hold about you.
- (b) You have a right to know what Personal Information We hold about You and in some cases to have the information communicated to you. If You wish to exercise this right please contact Us to let Us know that You wish to exercise Your right of access and what Personal Information in particular You would like to receive. We reserve the right to ask for reasonable evidence to verify Your identity before We provide You with any information and any Applicable Law permit Us to charge a fee for exercising this right of access. Please note that We may not be able to provide all the Personal Information You ask for, for instance if the information includes Personal Information about another person. Where We are not able to provide You with information that You have asked for, We will endeavour to tell You why. We will try to respond to any request for a right of access as soon as possible, upon receipt of Your request, evidence of identity and any applicable fee.
- (c) In some circumstances You have a right to have some of the Personal Information that ye hold about You deleted. Should You wish to have any information about You deleted, please contact Us at the following e-mail [support@ucancourses.com](mailto:support@ucancourses.com). Please note that to ensure that We do not collect any further Personal Information You should also delete the Ucan Platform and Your log-in credentials from all of Your Devices and clear Our cookies from any Device. Where We delete Personal Information about you, We may still retain some or all of that information for other purposes such as maintaining financial records, protecting or enforcing legal rights, maintaining marketing suppression lists or for technical reasons such as maintaining technical security or Our database integrity. We may also retain Your Personal Information in an anonymised form, which shall apply to any Profiles created using Your Personal Information. Please note that such deletion shall be done in a manner similar to emptying the recycle bin on a computer and You understand and agree that the removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

## **7. COOKIES**

- (a) We use cookies, which are small files that the Services may transfer to the hard drive of Our Device through Your web browser, which enables Us to recognise Your browser and capture and remember certain information. You can disable cookies through Your web or phone browser settings.
- (b) We use cookies to help it remember, process and compile aggregate data about site traffic and site interaction so that We can offer You better site experiences and tools in the future. These technologies allow the collection of data, such as Your Device's model, operating system and screen size, the other applications installed on Your Device, and information about how You use Our Services.

## **8. DIRECT MARKETING**

- (a) By using the Services and by registering Your profile, You provide Us with Your express consent to send promotional and marketing material directly to you, including, without limitation, information about products, services, and special offers from the Ucan Group or other companies that may interest you, based on Your Personal Information collected by us. We may elect to do this by e-mail or message.
- (b) In the event that You elect at any time to opt out from receiving any direct marketing communications from us, You may do so by following the opt out link in any marketing communication that is sent to You. If You have elected to receive more than one type of marketing communications from us, You may need to opt out of all of them individually. It may take a few days for Us to update Our records before any opt out is effective, and upon doing so We will no longer send such material to you.
- (c) You acknowledge that You provide the above consent voluntarily and without any undue influence from us, after having read these Terms and Conditions and that it understands the consequences of such consent.
- (d) You understand and agree that the Services may include certain communications from us, such as service announcements, administrative messages or otherwise, and that these communications are considered to be part of Your registration of Your profile, and that You shall not be able to opt out of receiving the aforementioned.