

Terms and Conditions

1. Introduction

- 1.1. This agreement is governed by South African law.
- 1.2. You should read the terms and conditions carefully before you access any platforms and websites or participate in any chatroom, newgroup, bulletin board, mailing list, transaction or other online forum of BrightLearn (Pty) Ltd.

2. Usage

- 1.1. BrightLearn (Pty) Ltd platforms are designed for educational purposes, and all content is intended for registered users only.
- 2.1. Your use of BrightLearn (Pty) Ltd platforms is subject to the terms and conditions as set out below, including, but not limited to the are referred to in some of the clauses.
- 2.2. By using these platforms, you acknowledge that you have read these terms and conditions and agree to be bound by and comply with them.

3. Copyright

- 3.1. All rights not expressly granted are reserved. Permission for the commercial use of any content on may be obtained from Nsovo King-key Khosa at:
E- mail: Kingkhosa87@gmail.com
- 3.2. You may download, view and print content from BrightLearn (Pty) Ltd for lawful purposes only.
- 3.3. All moral rights of BrightLearn (Pty) Ltd and its employees, agents and students are reserved.

4. Other Intellectual Property Rights

- 4.1. All work, trademarks and databases on these platforms, include but not limited to software, text, graphics, icons, hyperlinks and designed are proprietary of or licensed to BrightLearn (Pty) Ltd and as such are protected from infringement by local and international legislation and treaties. Subject to the rights afforded

to you herein, all other rights to all intellectual property on this site are expressly reserved.

5. Fee and payments

- 5.1.** Subscription fees and charges are displayed within the platforms, and are subject to change with 30 days' notice to users.
- 5.2.** Refunds will be handled in accordance with the Consumer Protection Act 68 of 2008

6. Electronic communications

- 6.1.** When you visit BrightLearn (Pty) Ltd platforms and during that visit complete a web form to request information or when you send an e-mail to BrightLearn (Pty) Ltd, and do not explicitly request a non- electronic communication medium, you consent to receiving communications from BrightLearn (Pty) Ltd electronically and agree that all agreements, notices, disclosures and other communications sent by BrightLearn (Pty) Ltd satisfy any legal requirements, including, but not limited to the requirement that such communications should be "in writing".
- 6.2.** You acknowledge and accept that the action to click on specified buttons on certain web forms on the BrightLearn (Pty) Ltd platforms may constitute an expression of intent or other statement.

7. Linking and framing

- 7.1.** Hyperlinks provided on BrightLearn (Pty) Ltd platforms to other sites are provided as is and BrightLearn (Pty) Ltd does not necessarily agree with, edit or sponsor the content on such web page. BrightLearn (Pty) Ltd disclaims any responsibility for the material contained in such linked websites. You may use the online feedback form to notify BrightLearn (Pty) Ltd of any content on such linked sites that may be offensive or illegal.
- 7.2.** It is expressly prohibited for any person, business, entity or website to represent any page on these platforms and websites, including home page, in any whatsoever, such as framing, on their sites so that it appears to be their own information.

8. Using search technology

- 8.1.** The use of search technology, such as “web- crawls” or “web-spider”, to search and gain information from these platforms and websites is not permitted if such tech technology will result in slowing down these websites or infringe the intellectual property rights of BrightLearn (Pty) Ltd.

9. Disclaimer

- 9.1.** BrightLearn (Pty) Ltd makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from these platforms and websites are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors.
- 9.2.** These platforms and websites are supplied on an "as is" basis and the user agrees that the sites are used at own risk. These sites have not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy himself or herself that the service available from and through these platforms and websites will meet the user's individual requirements and will be compatible with the user's hardware and/or software.
- 9.3.** Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of BrightLearn (Pty) Ltd unless the contrary is expressly indicated.
- 9.4.** All items purchased from BrightLearn (Pty) Ltd, including study material, are provided as soft copies.
- 9.5.** Neither BrightLearn (Pty) Ltd nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on these platforms and websites.
- 9.6.** BrightLearn (Pty) Ltd does not screen or edit all the content, including postings of any kind, on the various BrightLearn (Pty) Ltd sites and BrightLearn (Pty) Ltd does not accept any liability for illegal, defamatory or obscene content. You are encouraged to use the online feedback form to notify BrightLearn (Pty) Ltd of any content that may be offensive or illegal.
- 9.7.** No information or data on these platforms or websites is an offer to do business but is merely an invitation to do business.

- 9.8.** No agreements shall be concluded merely by sending a data message to BrightLearn (Pty) Ltd. Valid agreements require an acceptance of an offer from BrightLearn (Pty) Ltd.
- 9.9.** No e-mail message shall be deemed to have been received by the institution until the complete data message enters the BrightLearn (Pty) Ltd mail server and is capable of being retrieved and processed by the addressee.

10. Description of main characteristics of goods and services

- 10.1.** The study opportunities and other goods and services that BrightLearn (Pty) Ltd offer is stated on various webpages on the BrightLearn (Pty) Ltd platforms. The information provided on such pages are subject to change in terms of clause 13.

11. Privacy

- 11.1.** BrightLearn (Pty) Ltd is committed to protecting our users' privacy.
- 11.2.** BrightLearn (Pty) Ltd only collects personal information when users provide such information voluntarily, e.g. when they wish to register for studies and use the platforms, when they register to use the online services of BrightLearn (Pty) Ltd or when they request information and wish to receive such information via e-mail.
- 11.3.** In some cases, non-personal information, such as the user's domain and IP-address is stored on the user's computer as a cookie-file and in a statistics file on the web server. This information is used to improve the service offered to users.
- 11.4.** The collected personal information is stored in databases to which access is strictly controlled and only staff, who in the course of their duties need to have access to such information.
- 11.5.** No personal information about a user will be disclosed to third parties without the user's permission or due process.
- 11.6.** By using these platforms and websites, the user consents to the following:
- 11.6.1.** BrightLearn (Pty) Ltd may use personal information about the user to communicate with the user from time to time.

11.6.2. BrightLearn (Pty) Ltd may use the user's information for non-personal statistical purposes.

11.6.3. BrightLearn (Pty) Ltd may use personal information about the user to develop their platforms.

12. Security

12.1. All reasonable steps will be taken to secure a user's information.

12.2. Users undertake not to divulge their usernames and passwords to any other person.

12.3. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any information on these platforms, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to these platforms. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to these platforms or attempts to gain unauthorised access to any page on these platforms shall be held criminally liable, and in the event that BrightLearn (Pty) Ltd should suffer any damage or loss, civil damages will be claimed.

13. Changes and amendments

13.1. BrightLearn (Pty) Ltd expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria, information, prices and rates quoted on its platforms and websites, subject to a 30 day notice.

13.2. BrightLearn (Pty) Ltd may, in its sole discretion, change the terms and conditions of using its platforms and websites at any time without notice.

14. Disputes

14.1. in the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, the South African law will apply, and the appropriate courts of South Africa will have jurisdiction.

15. Term and termination

- 15.1.** This agreement shall commence when the user starts using the BrightLearn (Pty) Ltd platforms and websites and continues indefinitely until terminated by BrightLearn (Pty) Ltd in accordance with these terms and conditions.