

TERMS & CONDITIONS

Print the Terms & Conditions

The terms and conditions contained herein constitute the agreement ("**Agreement**" or "**Terms and Conditions**") between IT Academy, a division of IT SA Computer Services & Solutions (Pty) Ltd ("**Licensor**") and the user, being the private individual or a single company, institution or entity identified on the online registration form, and hereinafter referred to as "**you**" or "**yourself**" or "**User**". The Licensor and your self are hereinafter collectively referred to as "**Parties**" and a reference to "**Party**" shall be a reference to either of them as the context requires.

For purposes of this Agreement, the "online registration form" or "your online registration form" shall refer to the registration form generated, and provided to you in electronic form, by the Licensor, to which **the Terms and Conditions** are attached, and additionally referred to on the IT Academy website online portal login page, (**the Online Portal**) and in terms of which you agree to be bound by the provisions of this Agreement.

In the event that the Licensor has concluded an agreement with a corporate party to provide Services to individual employees of the corporate party and which employees have individually registered as Users with the licensor, the corporate party is bound to the Terms and Conditions of the Agreement and accepts responsibility for breaches of the Agreement by its Users and accepts that it will be required to make payment of any outstanding amounts if the services are ceased to any User due to the corporate party or such User's breach.

The Licensor shall be entitled to update these Terms and Conditions from time to time by making the revised version available to the User either by email or by publishing the updated Terms and Conditions on the IT Academy website registration form page.

The terms and conditions contained herein, and in particular those terms and conditions which are CAPITALISED, should be carefully considered by you before concluding the Agreement.

- 1 **ACCEPTANCE:** This is an Agreement between yourself and the Licensor relating to access to those services as referred to in 5 below ("**Services**"). This Agreement comes into full force and effect once you have accepted the terms and conditions of this Agreement as provided for in the online registration form ("**Effective Date**").

Only those terms and conditions set forth in this Agreement which relate to the Services specifically purchased by you, as confirmed on your online registration form, shall be applicable to yourself.

- 2 **SUBSCRIPTIONS:** A "**Subscription**" is the right for a single natural person to access and use the Services. The number of Subscriptions authorised under this Agreement ("**Licensed Subscriptions**") is equal to the number of unique identification numbers issued by the Licensor as set out in your online registration form. Each Licensed Subscription (and its associated identification number/s, and unique username and password Login) can be assigned to only one person at a time, who has been authorised in terms of the applicable online registration form, and is not transferable from one individual to another. Only persons to whom Licensed Subscriptions and associated login details are assigned can access and use the Services.
- 3 **TERM:** The term of a Licensed Subscription in respect of the Services purchased by yourself shall commence on the Effective Date and shall, unless terminated in terms of 12, endure for a period of 12 months from the Effective Date ("**Term**"). Once the Term expires, the Licensed Subscription (and the corresponding licence and rights referred to in 5) will automatically terminate and you will no longer be entitled to access and/or use the Services and undertake not to attempt to do so.
- 4 **TITLE:** The Licensor and/or its suppliers are the exclusive owners of the Services. All rights, title and interest in and to the Services, or any copy, modification or merged portion of the Services, shall at all times remain with Licensor and/or its suppliers.

- 5 **LICENCE:** For each Licensed Subscription, the Licensor grants to you, for access and use solely by you for your personal or internal business purposes, a limited, temporary, non-exclusive, non-transferable licence to access those of the following Services that are purchased by you, as specified in your online registration form, which are more fully described below:

Licensed Courseware. You are hereby granted the right to access and use the Courses (including the relevant Business Skills Video Courses, to the extent applicable) which you have selected at Internet URLs specified and provided to you by the Licensor from time to time ("**Courses**"). Plugins and other executable files downloaded to you when you display the Courses may be used following the expiry of the Term, but only for your personal or internal business purposes.

The Courses are mapped to some of the Microsoft, CompTIA, Cisco, Java, ITIL and VMware international exam objectives which prepare you to write the international exams concerned. The Courses and certification provided by the Licensor is in no way whatsoever SAQA and / or NQF accredited.

Where you have purchased from the Licensor an examination fee voucher issued by a third party testing organisation, either along with your license or separately, the following terms are applicable:

- 5.1 You may only sit the exam you have specifically paid for.
- 5.2 You must complete the courseware and successfully pass the IT Academy courseware test before sitting your exam.
- 5.2 You must register with the third party testing organisation and sit the examination within latest twelve months from the date that the Licensor purchases the examination voucher on your behalf, or the voucher validity will lapse and you will not be entitled to a refund.
- 5.3 All payments due to the Licensor must be up to date before you are able to sit an examination.
- 5.4 You will only be entitled to one examination sitting, and if you fail you will be required to purchase a further examination voucher.
- 5.5 Any terms and conditions that are set by the third party testing organisation are applicable to yourself, and to which you are required to adhere.
- 5.6 No refunds of examination fees are payable under any circumstances.

Mentoring. You are hereby granted the right to use the Mentoring Services (as that term is defined in 7) specified in your online registration form according to the terms and conditions further expressed below.

- 6 **RESTRICTIONS:** You may not, and warrant that you will not: (a) sublicense, assign, cede, transfer, distribute, sell, rent or otherwise in any way dispose of the Services or the Licensed Subscription to any other person or entity; (b) use, copy or modify the Services, in whole or in part, other than strictly in the manner and for the purposes as expressly permitted in this Agreement and your online registration form; (c) permit access to the Services by anyone other than the person to whom the Licensed Subscription has been granted (d) transfer a Subscription (and associated Identification Number) from one individual to another (except upon the termination of employment by an individual, in which case the Subscription may, on written notice to the Licensor, be transferred to another employee of the User) or permit persons other than the individuals to whom Subscriptions (and Identification Numbers) have been assigned to access the Services; (e) take any action designed to unlock or bypass any restrictions on the number of users or access to the Services or reverse engineer the Services or any software or other information technology used in connection with the Services; or (f) access any of the Services after the expiry of the Term. There are no implied licences. You agree not to exceed the scope of the licences granted herein.

You acknowledge and accept that:

- (a) from time to time the international exams offered by third parties which are concerned with the same or similar subject matter as the Courses could be discontinued without notice by such third parties; and

- (b) the conclusion of this Agreement by you in no manner constitutes an entitlement on the part of you to write the applicable international exam unless you have paid the examination fee to the Licensor in advance and met the conditions outline in 5.1 to 5.6 above..

7 MENTORING: The following terms and conditions apply to your use of the Mentoring Services:

Mentoring Services consist of online support for certain elements provided to you in respect of the Courses in respect of which you have been granted a Licensed Subscription by way of electronic means using the internet, as specified in your online registration form ("**Mentoring Services**"). Online support will be provided through designated dialog window and message boards established for one or more series of Courses. You will be presented with a dialog window when accessing a Course through the internet. Subject to the limitations set forth below, each dialog window generally will be monitored by an online mentor during 9:00am to 5:00pm US Eastern Time. Each dialog window will allow you to communicate with the online mentor and other end users participating in the designated dialog window. You may submit subject matter questions to the online mentor through the dialog window or post questions directly to the message board. Online mentors will use reasonable good faith efforts to respond to appropriate subject matter questions submitted by you via the dialog window within a reasonable time period. Questions that cannot be resolved online by the relevant online mentor, or that are submitted through the message board, will be referred to subject matter experts for resolution offline. Answers to questions resolved offline will be posted to the appropriate message board. The Licensor will use its reasonable good faith efforts to post, on the appropriate message board, responses to all questions that cannot be resolved online or that are submitted through a message board. Offline resolution times will generally range from between twenty-four (24) to forty-eight (48) hours from the receipt of the question but may take longer.

Subject to the limitations provided herein, the Mentoring Services generally will be available from 9:00am to 5:00pm US Eastern Time. Save for scheduled down time, dialog windows will be available to permit communication among end users participating in the dialog windows. Online mentors will not be available during certain times or under the following circumstances: (i) during one or more shifts on recognized public holidays in the United States, the United Kingdom and Singapore; (ii) during the holiday period commencing on December 24 and ending on the first business day in January; (iii) during non-business hours in the United States with respect to certain less popular Courses (as determined by the Licensor in its discretion from time to time); and (iv) with respect to selected older versions of some Courses (as determined by the Licensor in its discretion from time to time).

The Licensor reserves the right to establish, from time to time, Rules of Conduct that will govern all postings, inquiries, questions and other material of any kind submitted through a dialog window or posted to a message board by end users. Such Rules of Conduct, if and when established, shall be posted on a designated Licensor website or will otherwise be made available to you and you will be required to acquaint yourself with the rules contained therein. Such Rules of Conduct shall be deemed to form part of, and are incorporated by reference into, this Agreement.

Mentoring Services are provided by the Licensor through a contract with a third party provider and are provided on a best endeavours basis. Neither the Licensor nor its third party provider shall have any liability whatsoever with respect to the Mentoring Services.

Mentoring Services are available only in the English language and only in conjunction with the purchase of a Licensed Subscription.

8 EQUIPMENT & APPLICATION REQUIREMENTS: YOU ACKNOWLEDGE AND UNDERSTAND THAT IN ORDER TO ACCESS AND UTILIZE THE SERVICES, THE FOLLOWING MINIMUM EQUIPMENT AND/OR APPLICATION AND/OR SYSTEM REQUIREMENTS ARE REQUIRED: P3750 Processor, 512Mb of RAM, Minimum Screen resolution 1024 x 768, 100MB Hard disk space.

Operating Systems: Windows 7, 8 or 10 (32-bit Microsoft Windows operating system) or MAC OS X (Mac OS X v10.11 or higher / MacOS Sierra v10.12 - 10.12.5), 256Kbps Minimum Internet connection or higher; recommended.

Internet Explorer 11 or higher or Mozilla Firefox, Sound card with speakers or headphones are required, Java (http://download.cnet.com/Java-Development-Kit-32-bit/3000-2218_4-12091.html) and ensure pop-up blockers are turned off (Go to Internet Explorer, click on Tools, Internet Options, Privacy).

Microsoft Edge Browser is not recommended.

Mobile: HTML5-compliant browsers, available on smartphones, tablets, desktops (Samsung 7" tablets are not supported). Ensure pop-up blockers are turned off.

Android requirements: Android 4.4.2 and later, Windows 8.1 / 10, Chrome browser.

Apple requirements: Apple iOS 10.x+, Safari browser.

The costs relating to all the above and ensuring suitable compatibility are for your account.

9 CHARGES AND PAYMENT

A quotation shall be valid for 7(seven) calendar days from date of issue unless otherwise notified in writing.

You agree to pay all charges for your use of the Services in the currency in which the charges are billed and at the prices displayed to you as at the time of you being quoted and your selection of the Services. All charges as quoted are payable in full for the entire twelve month subscription regardless of whether or not you complete the course material, and are non-refundable under any circumstances and are inclusive where applicable of value-added taxes, sales or other taxes, which you hereby agree to pay. The charges do not include any special study materials, stationery and do not include third party certification and/or examination fees unless these have been paid to the Licensor upfront along with the License fees.

Payment of all charges must be made in advance unless otherwise separately agreed in writing by the Licensor.

All payments must be made into the bank account designated by the Licensor in writing and must be made either by EFT or bank transfer, debit order or credit card designated by you use during the registration process (and prior to your Licensed Subscription being activated).

Access charges are payable on the Effective Date.

If payment is not received from you or your agent, the Licensor has the right to suspend any of the Services until such time as payment has been brought up to date, however, any such time lost as a result of such suspension will not be credited to yourself.

You agree to pay all amounts that become due upon demand of the Licensor and any person accepting these terms and conditions on your behalf hereby binds himself as surety and co-principal debtor for the due fulfilment of your payment obligations in respect of the charges together with such interest as may be applicable from time to time in the event of late payment.

In the event payment is made by credit card, your card issuer's agreement governs your use of your designated card and you must refer to that agreement and not this Agreement with respect to your rights and liabilities as a cardholder.

Payments shall be deemed to have been made only when reflected in the bank account designated by the Licensor.

The Licensor shall be entitled to charge interest on all overdue amounts (i.e. amounts not paid on the due date) at a rate of 2,0% per month ("**default interest**"), or such other maximum rate that may be prescribed from time to time in terms of the National Credit Act No. 34 of 2005 ("**NCA**"). Interest shall be calculated from the day upon which an amount becomes overdue until the date of payment thereof in full, both days inclusive, and shall be calculated on a compounded basis on the amount owing at the end of each month and shall be payable on demand.

To the extent that the NCA may become applicable to this Agreement, the Licensor will credit each payment made by the Customer on the date of receipt of the payment as follows: firstly, to satisfy any unpaid default interest charges (if any), and secondly, to satisfy any due or unpaid charges.

You give the Licensor permission to perform a credit check on you or your company, institution or entity with any credit bureau and hereby consent that the Licensor may transmit any personal data furnished by you to any credit bureau for this purpose.

10 **COURSE MATERIALS AND ACCESS**

The Licensor shall, in its discretion, provide you with such material as reasonably required for purposes of the Services. All material (irrespective of the format in which it is provided) provided or made available to you in respect of any Course or any Mentoring Services are hereinafter referred to as the "**Course Materials**".

We will use our reasonable endeavours to ensure that whilst you are enrolled on a Course, that the Services and Course Materials will be available to you via the **Online Portal** on an uninterrupted basis save for:

- (a) unavailability due to our or one of our direct or indirect supplier, service provider or sub-contractor's scheduled maintenance of the online portal; or
- (b) additional downtime (in addition to scheduled maintenance); or
- (c) any event outside our control, which shall include but not be limited to any event of force majeure or any delay, inability or failure by any service provider to the Licensor to provide any goods or services to the Licensor or the Licensor for any reason being unable to access or make use of any services or goods required to render the Services. For purposes of this clause, an "**event of force majeure**" shall mean an event beyond the Licensor's reasonable control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, riot, political or civil disturbances, acts of God, an act of the state or government, any delay in securing any permit, consent or approval required by the Licensor in connection with its obligations under this Agreement or any other cause whatsoever beyond the Licensor's reasonable control.

We shall have no liability for any inability to access the **Online Portal**, any Course or any Course Material as a result of any of the circumstances contemplated in 10(a) to (c) (both inclusive).

We shall have no responsibility or liability to you for your inability to access the online portal, the Services or the Course Material due to issues beyond our control, which shall include but not be limited to the speed of your internet connection, the connection devices used by you, your use of third party security software or firewall/proxy servers or the performance levels of your internet service provider.

Should you experience any difficulties in accessing the **Online Portal**, the Services or the Course Material, we will attempt to resolve such problems within a reasonable time. You agree to provide us with such diagnostic information as we may reasonably require in order that we may resolve the problem.

Due to the rapidly changing and continually advancing nature of Information Technology, Course Material may become outdated at any time, and furthermore Course Material may not always be error-free despite the best efforts of the Licensor. No refunds of course fees will be allowed in these events occurring.

The Licensor is not able to provide software, equipment or other aids for a User with a learning Disability.

11 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services and all Course Material shall be owned solely by the Licensor. All Services and Course Materials are protected by copyright and are intended only for your individual learning purposes. You must not publish, copy, sell, broadcast, transmit, or otherwise reproduce or distribute any of the Course Materials otherwise than as permitted by law. You may, however:

- (a) retrieve and display the Course Materials and content from the Online Learning System on your computer screen;
- (b) print one copy of the Course Materials but not photocopy them; and
- (c) store the Course Materials in electronic form but not on any server or other storage device connected to a network.

The Course Materials provided to you may contain licence agreements from parties other than the licensor. Your Licensed Subscription and right to access and use the Services and Course Materials is subject to your compliance with any applicable licence agreements. You will be responsible for making good any loss we suffer if you use or copy the Course Materials other than in accordance with these terms.

Whilst we make reasonable efforts to ensure the accuracy of Course Materials, we do not represent, warrant or guarantee that the Course Materials will be error free.

For purposes of this Clause 11, the terms "**Intellectual Property Rights**" shall mean all intellectual property rights, including all copyrighted works, patents, service marks, trademarks (including without limitation logos and trade names), domain names, electronic and manual processes and techniques, computer systems and software, rights to inventions, goodwill, right to sue for passing off, database right, rights to use, merchandise, catalogues, designs and other forms of intellectual property and all know how and trade secrets (whether registered or not) which relate to the Services and the Course Materials.

- 12 **WARRANTY:** To the extent permissible in law and except as otherwise expressly stated herein, the services and their content are provided "as is" and there are no warranties or conditions (express or implied, arising by statute or otherwise in law or from a course of dealing or usage of trade) for the services. The entire risk as to satisfactory quality, non-infringement, performance, accuracy and effort lies and remains with you, the user. To the extent permissible in law, the licensor and licensor's direct and indirect suppliers disclaim all implied warranties or conditions of merchantability, merchantable quality or fitness for any purpose, particular, specific or otherwise, or non-infringement of third-party intellectual property rights. These disclaimers constitute an essential part of this agreement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you and you may also have other rights which vary from jurisdiction to jurisdiction.

The licensor does not warrant that the functions contained in the services will meet your requirements or expectations or that the operation of the services will be entirely free of errors. Furthermore the Licensor does not warrant or guarantee that your use of the Services will lead to you obtaining any kind of employment or other benefit.

- 13 **EXCLUSION OF LIABILITY:** To the extent permissible in law, in no event will the licensor or the licensor's directors, employees, officers or other representatives, or direct or indirect suppliers, be liable to you for any damages of any nature whatsoever including without limitation, loss profits or business, lost savings or any other incidental, indirect or consequential damages, arising out of the use of, or inability to use, the services or to access and use the courses or the mentoring services or arising out of the use of or reliance on any content provided in the courses or as part of the mentoring services, even if the licensor had been advised of the possibility of such damages. This exclusion of liability constitutes an essential part of this agreement. Some jurisdictions do not allow the limitation or exclusion of incidental, indirect or consequential damages for consumer products or services, so the above exclusion may not apply to you.

The licensor will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the licensor's website, the courses or the mentoring services or to your accessing or downloading of any content on it or on any website linked to it or by clicking on any link made available on any such website.

14 **TERMINATION:**

Upon the breach by you of any of the provisions of this agreement by you, the licensor shall be entitled to terminate this agreement and your right to access the services immediately by giving written notice to you.

On termination or expiry of this Agreement for or the Licensed Subscription for any reason:

- (a) all amounts due in respect of the Services (whether or not yet incurred) shall become immediately due and payable; and
- (b) you shall return all Course Material which have not been fully paid for.

All rights, remedies, obligations and liabilities of the Parties which exist and/or have accrued as at the expiry or termination of this Agreement shall survive any expiry or termination of this Agreement.

- 15 **EXPORT LIMITATIONS:** None of the Services or underlying information or technology may be displayed, downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the United States of America ("**US**") has embargoed the export of goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By agreeing to the terms of this Agreement, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

16 **CONFIDENTIALITY AND DATA**

All personal data (as defined in the Protection of Personal Information Act 4 of 2013 ("**POPI**") and General Data Protection Regulation (EU) 2016/679 ("**GDPR**") acquired by the Licensor shall only be used for the purposes of this Agreement and in accordance with POPI and the GDPR. Such personal data which is acquired by the Licensor shall not be further processed or disclosed, other than as provided for in this Agreement or allowed in terms of POPI or the GDPR, without your written consent.

The User irrevocably undertakes to the Licensor that it will keep the Licensor's Confidential Information confidential and shall not:

- (a) directly or indirectly disclose any of the Confidential Information to any person, other than those of its directors, employees, officers, professional advisers or representatives who require such disclosure in order to perform their duties in relation to this Agreement; and
- (b) not directly or indirectly use any of the Confidential Information, whether for its own benefit or that of any other Person, other than for the purposes outlined in this Agreement,

save to the extent required by law (other than in terms of a contractual obligation) or with the Licensor's consent.

17 DECLARATIONS

You warrant that all information and documentation supplied by you (including your employees, directors, officers, agents or representatives) to the Licensor prior to the conclusion of the Agreement is, and all information and documentation which will be supplied to the Licensor by you (including your employees, directors, officers, agents or representatives) will be, true and correct and that you are not aware of any material facts or circumstances not disclosed to the Licensor which, if disclosed, may adversely affect the decision of the Licensor to enter into this Agreement.

You further warrant and declare that:

- (a) you are not subject to an administration order, sequestration or liquidation proceedings, business rescue proceedings as contemplated in the Companies Act No. 71 of 2008 or any similar or analogous proceedings in any jurisdiction;
- (b) you are not under debt counselling or subject to debt review;
- (c) you have the resources to and will timeously pay all amounts due in respect of the Services;
- (d) you shall inform the Licensor in writing of any change in the information provided by you, within 21 days of such change being effective;
- (e) you have been given an adequate opportunity to read and understand the terms and conditions of this Agreement and are aware of all the provisions thereof, particularly those which are capitalised and you accept that you are responsible for ensuring you possess the necessary skills and ability to partake of the Services ;
- (f) you acknowledge in agreeing to the terms of this Agreement that you have not relied on any statement, promise, representation, assurance or warranty made or given on behalf of the Licensor (or any of its employees, directors, officers or representatives) which is not set out in this document;
- (g) you further agree that in the event that you fail to pay any amounts payable in respect of the Services to the Licensor when due, the Licensor shall be entitled to raise interest against your account at a rate as allowed by law as well as take any measures allowed under law to recover the debt due by yourself, the costs of which shall be for your account (including any collection commission or similar cost and legal costs on an attorney and own client scale). You further acknowledge that in the event of payments being in arrears and you failing to discharge any such outstanding amounts within 20 days of written request for payment by the Licensor, the Licensor shall, subject to compliance with applicable law, be entitled to report your default with one or more credit bureaus;
- (h) you will provide us with such information and material as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (i) you understand and accept your risks and costs as well as your rights and obligations under this Agreement and in respect of the Services which you purchase;
- (j) you have the necessary legal capacity and full power and authorisation to enter into this Agreement and to effect and carry out your obligations in terms of this Agreement and, if applicable, all necessary corporate and/or other actions have been taken to authorise the conclusion and implementation of this Agreement;
- (k) the Licensor did not make an offer to you which would automatically have resulted in an agreement being concluded if you had not declined the offer; and

(l) the Licensor has not induced, harassed or forced you to enter into this Agreement.

18 DISPUTES

Save as expressly otherwise provided in this Agreement, any dispute arising out of or in connection with this Agreement, including any dispute as to its existence, validity, enforceability or termination, shall be finally resolved in accordance with the applicable rules of the Arbitration Foundation of Southern Africa (or its successor-in-title) ("**AFSA**"), as determined by AFSA, provided that the rules for expedited arbitrations shall not apply unless the Parties agree otherwise in writing. The dispute shall be resolved by an arbitrator agreed between the Parties and, if the Parties are unable to agree on the identity of the arbitrator within ten days of either Party requesting such agreement in writing, appointed by the chairperson of the Cape Bar Council. If AFSA determines that the Rules of AFSA for Commercial Arbitrations are applicable, there shall be a right of appeal, to which the provisions of article 22 of such rules shall apply.

To the extent that the chairperson of the Cape Bar Council is required to appoint an arbitrator, he shall be required to have regarded to the following criteria:

- (a) the arbitrator shall be a senior advocate with at least five years' experience; and
- (b) the arbitrator shall have suitable experience in matters relating to the information technology sector and ideally matters relating to online learning and/or education generally.

The seat, or legal place, of the arbitration shall be Cape Town, South Africa.

The language to be used in the arbitral proceedings shall be English.

The arbitration shall be held in private and the confidentiality provisions of section 11(2) of the International Arbitration Act No. 15 of 2017 shall apply as if the arbitration were an international arbitration, as contemplated in that Act.

Notwithstanding anything to the contrary contained in this 18, either Party shall be entitled to obtain interim relief on an urgent basis from any competent court having jurisdiction.

For the purposes of this 18 and for the purposes of having any award made by the arbitrator being made an order of court, each of the Parties hereby submits itself to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town.

This 18 is severable from the other provisions of this Agreement and shall remain in full force and effect notwithstanding any termination, cancellation, invalidity, unenforceability or unlawfulness of this Agreement, or any part thereof.

19 GENERAL

This Agreement, any applicable Code of Conduct and any policies provided or made available to the User (either electronically or by publishing such policy on the online portal) from time to time constitute the sole record of the agreement between the Parties in relation to the subject matter hereof. Neither Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.

No addition to, variation, novation or agreed cancellation of any provision of this Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.

If any provision of this Agreement is held to be invalid or unenforceable such provision shall be deemed to be severed from this Agreement, and the enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall continue to be of full force and effect.

If the Licensor fails to insist that you perform any of your obligations under the Agreement, or if the Licensor delays or does not enforce its rights against you, this does not mean that the Licensor has waived its rights against you and does not mean that you do not have to perform your obligations, and the Licensor shall at all times be entitled to require you to perform any of your obligations under the Agreement.

We shall use all reasonable endeavours to meet any performance dates agreed but any such dates shall be estimates only and time shall not be of the essence for the performance of any Service.

This Agreement shall be governed in all respects in accordance with the law of Republic of South Africa

Unless otherwise expressly stipulated in this Agreement, each Party to this Agreement contracts as a principal and not as an agent for any other Person, disclosed or undisclosed.

Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of either Party shall be bound by this Agreement.

Save as expressly otherwise provided in this Agreement, each Party shall bear and pay its own costs in relation to the negotiation, drafting, finalisation, signing and implementation of this Agreement.

20 NOTICES

Any notice or other communication in relation to the terms of this agreement should be sent by email to info@it-academy.co.za.