

# Terms & Conditions

## Who you are contracting with

- [www.mcademy.co.za](http://www.mcademy.co.za) (the “Website”) is owned and operated by MCademy Pty (Ltd), registration number: 2014/281749/07 (hereinafter referred to as MCademy Training Institute).
- Visitors to the Website (“Users” or “you”), including those Users who purchase any products on the Website (“Purchasers”) are bound by these terms and conditions (“T&C”). If you do not agree to these T&C, do not continue to use the Website. Your continued use of the Website will constitute acceptance of the T&C, unmodified by you.

## Privacy Policy

- MCademy Pty (Ltd), registration number: 2014/281749/07 (hereinafter referred to as MCademy Training Institute, “we”, “us” or “our”) is committed to ensuring the protection of the privacy of all visitors (“Visitors”) to our website at [www.mcademy.co.za](http://www.mcademy.co.za) (the “Website”) as well as all persons (“Customers”) who have registered for an account with us (“Account”), whether they have done so in order to purchase products (“Shoppers”).

This privacy policy (“this Policy”) describes the ways in which we collect, store, use and protect your personal information. Throughout this Policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been made anonymous so that it does not identify a specific user.

You need to read and accept all the provisions in this Policy in order to use the Website and/or our services. By accepting this Policy, you are deemed to have read and agreed with all the provisions thereof. If you do not agree with anything in this Policy, then you may not use the Website and any of the services available therefrom.

### 1. CHANGES TO THIS POLICY

We may amend this Policy at any time by posting a revised version on our Website. The revised version will apply to Visitors with effect from the time we post it. However we will provide Customers with at least 30 days’ prior notice of any such revision by posting notice of the change on the Website and the revision will then apply to Customers with effect from the date indicated in such notice, provided that if you are a Customer and you are not happy with the revisions made, you should stop using the Website in any way and may request us to deactivate your Account with us.

### 2. GENERAL INFORMATION ABOUT EVERYONE

#### 2.1. Types of Information we collect

As a Visitor or registered Shopper, you agree that we may electronically collect, store and use the following of your information:

- 2.1.1. internet usage information, including your Internet Protocol address (“IP Address”), browsing habits, click patterns, unique user ID, version of browser software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the Website, and the dates and times that you visit the Website,

paths taken, and time spent on sites and pages within the Website (“Usage Details”); and

2.1.2. Additional information you may provide on a voluntary basis, such as demographic information or information related to your favorite social networking site (e.g. the site name, address and description), or information relating to your participation in competitions, promotions, surveys, and/or additional services (“Optional Details”).

## 2.2. How we collect such information

2.2.1. Voluntarily provided by you: Optional Details may be submitted by you to us if you decide to upload or download certain content (or products) from the Website, enter competitions, take advantage of promotions, respond to surveys, register and subscribe for certain additional services, or otherwise use the optional features and functionality of the Website.

2.2.2. Automatically gathered via various technologies:

2.2.2.1. “Cookies” Information: When you access the Website, we may send one or more cookies (small text files containing a string of alphanumeric characters) to your computer to collect certain Usage Details. We may use both session cookies (which disappear after you close your browser) and persistent cookies (which remain after you close your browser which can be removed manually) and may be used by your browser on subsequent visits to the Website. Please note that the use of cookies is standard on the internet and many major websites use them. Please review your web browser “Help” file to learn more about modifying your cookie settings.

2.2.2.2. Other tracking technology: When you access the Website or open one of our HTML emails, certain Usage Details may be automatically collected and recorded by us or our service providers from your system by using different types of tracking technology.

2.2.2.3. Web Beacons: Our Website may contain electronic image requests (called a “single-pixel gif” or “web beacon” request) that allow us to count page views and to access cookies. Any electronic image viewed as part of a web page (including an ad banner) can act as a web beacon. Web beacons are typically 1-by-1 pixel files (so small that you would likely not realize that they are there), but their presence can usually be seen within a browser by clicking on “View” and then on “Source.” We may also include web beacons in HTML-formatted newsletters that we send to opt-in subscribers in order to count how many newsletters have been read. Our web beacons do not collect, gather, monitor or share any personally identifiable information. They are just the technique we use to compile anonymous information about the Website and Service usage.

## 2.3. The purpose for which we collect this information

2.3.1. We may use any Optional Details provided by you for such purposes as indicated to you at the time you agree to provide such Optional Details.

2.3.2. We may use your Usage Details to (a) automatically provide you with the latest version of the MCademy Training Institute application on your system; (b) remember your information so that you will not have to re-enter it during your visit or the next time you access the Website or Platform; (c) monitor aggregate Website usage metrics such as total number of visitors and pages accessed; (d) recommend such of our products to you which we believe you might like based on your browsing history; and (e) track your

entries, submissions, and status in any promotions or other activities in connection with your usage of the Website.

NOTE: Some of our business partners (e.g. advertisers) use their own cookies and/or widgets on our Website and we have no access to or control over such cookies or widgets. Widgets are interactive mini-programs that run on our Website to provide specific services from another company (e.g. displaying the news, opinions, music, etc.) and these widgets may collect certain of your personal information (e.g. your email address). Cookies may also be set by the widget to enable it to function properly. Information collected by any such cookie or widget is governed by the privacy policy of the company that created it, and not by MCademy Training Institute. This Policy covers the use of cookies by MCademy Training Institute only and does not cover the use of cookies or widgets by any third party advertisers on the Website.

### **3. INFORMATION ABOUT CUSTOMERS**

#### **3.1. Types of information we collect about our Customers**

If you are a registered Customer, you agree that we may also electronically collect, store and use the following of your information:

- 3.1.1. name and surname, birth date, gender, location (i.e. country, province and city of residence), identity number or passport number (“Personal Details”);
- 3.1.2. If you are a legal entity, your full name, registration number, country of incorporation (“Corporate Details”), and the Personal Details of all your directors and/or office bearers;
- 3.1.3. e-mail address and, if provided by you, your mobile number (“Contact Details”);
- 3.1.4. information relating to your transactional activity on the Website (“Transaction Details”);
- 3.1.5. additional information you may provide on a voluntary basis, which could include demographic information or information related to your favorite website, activities, interests or your participation in competitions, promotions, surveys, and/or additional services (“Additional Details”); and
- 3.1.6. Information relating to third parties for whom you purchase products as gifts, such as such their name, physical address and/or contact number (“Third Party Details”).

#### **3.2. How we collect information about Customers**

Your Personal, Corporate and Contact Details will be provided by you during your registration as a Customer and/or thereafter by your actively updating or supplementing such details in your Account. Additional Details are provided by you on a voluntary basis either directly, or indirectly by means of you linking your Account to your other social networking profiles, such as your Facebook profile. Transaction Details are recorded by us as and when you buy anything on the Website. Third Party details are provided by you as and when you decide to order a product (including gift vouchers).

#### **3.3. The purposes for which we collect the information**

We use the information that registered Customers provide (or that we collect) to operate, maintain, enhance, and provide all of the features of the Website and related services, and as may be necessary to comply with any relevant laws.

More specifically:

- 3.3.1. We use your Personal details to greet you when you access your Account, to manage and administer your use of the Website and fulfil our contractual obligations, including to verify your identity when transacting with us.
- 3.3.2. We use your contact details to verify your identity and to inform you of facts relating to your use of the Website (i.e. to ensure that Shoppers receive their products, notifications regarding major updates or content you have posted or downloaded from the Website, customer service notifications, and to address copyright infringement or defamation issues). We may also use your contact details to inform you of promotions and special offers from us and/or our partners and/or affiliates, but only if you have given your prior consent to receiving such communications. For more information regarding these optional communications, see section 9 below.
- 3.3.3. We use your transaction details to keep transaction records and to comply with our other obligations and enforce our rights as per the T&C. We may also use these details to notify you about products or special offers you may be interested in, but only if you have consented to receiving such communications from us (as explained in section 9) and to, on an aggregated anonymous basis, track sales, conduct market research and in so doing improve our product selection and services generally.
- 3.3.4. We may use any additional details provided by you to enhance and personalize your browsing experience on the Website and for such other purposes as may be indicated to you at the time you agree to provide such additional details.

#### **4. HOW WE PROTECT & STORE PERSONAL INFORMATION**

- 4.1. We store the personal information of our Customers and Visitors on our servers in South Africa and we control all such personal information from South Africa. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those users who require it to enhance their knowledge.
- 4.2. You should not divulge your Account password to anyone. We will never ask you for your password in an unsolicited telephone call or e-mail. YOU ARE RESPONSIBLE FOR MAINTAINING THE SECRECY OF YOUR UNIQUE PASSWORD AND ACCOUNT INFORMATION AT ALL TIMES.
- 4.3. If you are a legal entity and not an individual, we will liaise only with your named contact or alternative contact provided by your named contact. It is your responsibility to let us know of any changes to your named contact.

#### **5. HOW WE SHARE PERSONAL INFORMATION WITH OTHERS**

- 5.1. We may share the personal information of each of our Visitors and Customers with -
  - 5.1.1. Our other business partner, being Signify Software Solutions so as to provide joint content and services like registration, transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services and communications. Members of our corporate family will only use this information to send you marketing communications if you have requested their services.
  - 5.1.2. Law enforcement, government officials, fraud detection agencies or other third parties when (a) we are compelled to do so by a subpoena, court order or similar legal

procedure; or (b) we need to do so to comply with any law; or (c) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of our User Agreement and/or Merchant Agreement.

5.1.3. Our service providers under contract who help with parts of our business operations (fraud prevention, marketing, technology services etc.). However, our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.

5.1.4. Other third parties, but only with your consent or direction to do so.

5.2. Also note that if MCademy Training Institute should sell, transfer or close its business, or undergo a merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation, then MCademy Training Institute shall be entitled to transfer, sell or assign any or all information collected via the Website (including your personal information) to one or more relevant third parties, but only to be used by them in accordance with the provisions of this Privacy Policy.

5.3. Note that MCademy Training Institute will not sell or rent any of your personal information to third parties for their marketing purposes and only shares your personal information with third parties as described in this Policy.

## **6. HOW YOU CAN ACCESS OR CHANGE YOUR PERSONAL INFORMATION**

If you would like to review or change the details that you have supplied us with at any time you can either amend your details directly by going to your 'Account' section in the top right corner and choosing to update your profile or by contacting us [support@mcademy.co.za](mailto:support@mcademy.co.za) or +27 12 660 6000.

## **7. NON-PERSONAL INFORMATION**

Notwithstanding anything contained in this Policy regarding your information, the following information is not regarded as personal information for purposes of this Policy:

7.1. Permanently de-identified information that does not relate and/or cannot be traced back to you specifically. We may compile, use, share and otherwise process such information as we deem fit.

7.2. Non-personal statistical information collected and compiled by us. We own and retain all rights in such information

7.3. Information which you have provided voluntarily in an open, public environment or forum including (without limitation) any blog, chat room, albums, community, classifieds or discussion board. Because the information has been disclosed in a public forum, it is no longer confidential and does not constitute personal information subject to protection under this Policy. Since such public environments are accessible by third parties, it is possible that third parties may collect and collate and use such information for their own purposes and you should accordingly be careful when deciding to share any of your personal information in such public environments.

## **8. YOU CONSENT TO THE PROCESSING OF YOUR PERSONAL INFORMATION**

By accepting this Policy, you consent to our collection, storage, processing and disclosure of your personal information as described in this Policy. Should you terminate your registration with us and/or

close your Account, you consent to our retention of the information we have already collected from you for record-keeping purposes only.

## **9. OPTIONAL CONSENT TO MARKETING & SERVICE COMMUNICATIONS**

Although you cannot opt out of receiving communications we need to send you relating directly to your Website purchases, you can opt out of receiving various other types of communications from us, being as follows:

- 9.1. Sporadic alerts about exclusive discounts, special offers.
- 9.2. Regular webcast notification emails to inform you about the up-and-coming webcasts for the month and other things that may be of interest to you (based on your selected interests and previous purchases) or to our Customers generally.
- 9.3. Service communications concerning activity on your Account such as to notify you about a voucher you have received from us, or to remind you of unordered items in your online basket or vouchers approaching expiry which you haven't yet redeemed.

You can opt out on a specific type of communication by following the unsubscribe link at the bottom of each email.

While we do our best to act on your preferences as soon as we can, please be aware that it may take up to 14 days for changes to your preferences concerning newsletters or service emails to take effect.

## **10. HOW YOU CAN CONTACT US ABOUT PRIVACY QUESTIONS**

If you have questions or concerns regarding this Policy, you should contact us at [support@mcademy.co.za](mailto:support@mcademy.co.za) or +27 012 660 6000.

# **Refund Policy**

This document outlines the legal aspects of our Refund Policy.

This Refund Policy regulates the extent to which you may cancel your purchases made on the Website and be refunded therefore, either before or after having received the product or service, as well as what your remedies are if the product or service you received is defective. It also explains the process you need to follow in order to properly cancel a purchase, report a defect, arrange for a return etc.

## **1. YOUR RIGHTS TO CANCEL, RETURN AND/OR BE REFUNDED**

### **1.1. Early Cancellations**

Subject to the EXCEPTIONS listed below, you are entitled to cancel (either in whole or in part) any purchase without attracting any cancellation and/or administration charges.

If timeously cancelled as aforesaid, you will be fully refunded in respect of such cancelled purchase without any administrative or other charges being payable.

EXCEPTIONS: Early cancellation as aforesaid is NOT possible for purchases of electronic Vouchers (which cannot be cancelled at all once purchased).

### **1.2. Outdated content**

If the lecture material is outdated (i.e. due to e.g. legislation changes etc.), promptly contact the support at [support@mcademy.co.za](mailto:support@mcademy.co.za), MCademy Training Institute can resolve the mistake as quickly as possible.

## 2. REFUND PROCESS

### 2.1. Purchases from MCademy Training Institute.

REFUNDS: Should you be entitled to a refund for any reason, such refund shall be effected in the same manner in which your payment was made (i.e. by processing the refund against your credit card, account, as the case may be). EXCEPT where payment was made via EFT, bank deposit, Voucher or Coupon, in which case we will credit your shopper profile. Note that for EFT and bank deposit payments, you have the right to request that the relevant amount instead be paid back into your bank account (and note that we will only pay back into your bank account and not a third party's bank account).

Requests for refund can be emailed to [support@mcademy.co.za](mailto:support@mcademy.co.za) or contact our office at +27 012 660 6000.

# General Terms and Conditions

## 1. IMPORTANT:

Who you are contracting with:

- [www.mcademy.co.za](http://www.mcademy.co.za) (the "Website") is owned and operated by MCademy Pty (Ltd), registration number: 2014/281749/07 (hereinafter referred to as MCademy Training Institute).
- Visitors to the Website ("Users" or "you"), including those Users who purchase any products on the Website ("Purchasers") are bound by these terms and conditions ("T&C"). If you do not agree to these T&C, do not continue to use the Website. Your continued use of the Website will constitute acceptance of the T&C, unmodified by you.

Lay-out of these T&C: These T&C apply to your use of, and purchases made on, the Website and are divided into various sections as follows:

- Part 1: Purchases from MCademy Training Institute – terms and conditions applying to purchases from MCademy Training Institute.
- Part 3: General – terms and conditions applying to your use of the Website and any purchases made by you on the Website. Please take note of the Disclaimer clause in particular.

### 1.1. Products & Availability

MCademy Training Institute shall take all reasonable efforts to ensure that when a product is no longer available, that offers thereof are discontinued. However, should MCademy Training Institute be unable to fulfil any order placed by you at the advertised price due to the product being discontinued, MCademy Training Institute will notify you and you will be entitled to a refund of the amount paid by you for such product, as explained in more detail in the Refund Policy ("Refund Policy")

Errors: Please note that although Mcademy Training Institute endeavors to accurately describe and/or depict each product on the Website, some descriptions may be of a generic nature and not specific to the particular product you wish to buy. However, should you be dissatisfied with the product you receive for any reason, you are entitled to claim such refund from Mcademy Training Institute for a full refund within 7 days of purchasing same. Please see our Refund Policy in this regard (which explains how and when you can be refunded, as well as how returns are to be made).

## 1.2. Agreements of Sale

Placing a product in a shopping basket or adding it to a wish list without completing the purchase cycle does not constitute an agreement of sale and/or an order for such product, and as such, Mcademy Training Institute may remove such product from the shopping basket and you cannot hold Mcademy Training Institute liable if such product is not available when the purchase cycle is completed at a later stage.

An agreement of sale only comes into effect if and when: (a) you electronically submit a properly completed order for one or more products in your shopping basket; and (b) payment is either authorised, or received by Mcademy Training Institute in its bank account.

## 1.3. Termination of Sales & Cancellation of Orders

By Mcademy Training Institute: Mcademy Training Institute reserves the right, for purposes of preventing suspected fraud to refuse to accept or process payment on any order, and/or to cancel any sale concluded between you and Mcademy Training Institute, in whole or in part, on notice to you. Mcademy Training Institute shall only be liable to refund monies already paid by you (see Mcademy Training Institute Refund Policy in this regard), and accepts no other liability which may arise as a result of such refusal to process any order/sale.

By You: Save for certain exceptions, and subject to certain charges, you are entitled to cancel any sale concluded on this Website within 7 days after date of receipt of the goods and to obtain a refund.

## 1.4. Amounts payable by You

- a. Prices: The price of each product is displayed with the product listing. In the event of a sale or special offer, the discounted price is displayed.
- b. Value Added Tax: Value added tax at the rate of 14% is charged on goods bought by South African residents.

Errors: Mcademy Training Institute shall take all reasonable efforts to accurately indicate prices. However, should products be erroneously offered at incorrect prices, Mcademy Training Institute will not be obliged to sell products at such incorrect prices but shall refund monies paid by you should you not wish to proceed with the purchase at the correct price.

## 1.5. Payment Methods

Subject to any exceptions expressly mentioned below, your payment for any products ordered from Mcademy Training Institute must be made to us in any one of the following ways:

- 1.5.1. Credit card payments.



At the time of placing the order, the transaction details are presented to the bank and payment is collected immediately. If the bank's authorisation is not obtained, the order will be cancelled. MCademy Training Institute may carry out certain fraud checks with the cardholder or the cardholder's bank, should MCademy Training Institute be unable to verify the validity of the transaction the order will be cancelled.

#### 1.5.2. Bank deposits & Electronic Funds Transfer

If you select to pay via this method, instructions will be given on how to deposit monies into MCademy Training Institute's bank account and it would be subject to the following rules:

- the exact amount must be paid;
- the payment must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer;
- no transfers may be made from ATM's;
- cheque deposits are subject to a clearing period.;
- no bank deposits are accepted from outside the borders of South Africa; and
- your order will be cancelled if you choose to pay by bank deposit and the amount due is not paid within 5 business days.

#### 1.6. Deliveries

MCademy Training Institute provides all products in electronic format.

#### 1.7. Vouchers & Coupons

##### **Vouchers**

MCademy Training Institute may make physical and/or electronic gift vouchers ("Vouchers"), as well as electronic coupons ("Coupons") available on the Website from time to time. Vouchers and Coupons can only be redeemed while they are valid (their expiry dates being unable to be extended), and on the Website towards the purchase of MCademy Training Institute products. More specifically:

Vouchers cannot be –

- used to purchase other Vouchers or Coupons;
- exchanged for cash; or
- transferred or assigned to any other person.

## **2. GENERAL**

Note that this part applies to all purchases made on the Website [www.mcademy.co.za](http://www.mcademy.co.za).

#### 2.1. Restrictions on Sales

##### 2.1.1. Age restrictions:

The onus is on you to ensure that you and/or the person for whom you may be buying a product on the Website, meet any age restrictions applicable to such product and that these

restrictions are observed. Accordingly you indemnify MCademy Training Institute from any and all liability in this regard, including any liability arising as a result of your failure to provide accurate information in this regard when completing the Website registration process.

#### 2.1.2. Defects, Refunds & Guarantees

Should you not be satisfied with any product purchased by you on the Website, by reason of a defect, incorrect choice of product, or otherwise, you may, under certain circumstances, be entitled to be refunded.

A full record of every sale and related transaction between you and MCademy Training Institute shall be maintained on the Website for a period of 12 months following the date of such sale or related transaction. You shall thus only be able to view and print such record during such period, where after, you shall be responsible for retaining your own record of the relevant sale or related transaction.

#### 2.1.3. Disclaimer

Save for MCademy Training Institute being liable to you –

- under the Consumer Protection Act 68 of 2008 (“CPA”) in relation to any products sold by MCademy Training Institute to you via the Website; and
- under sections 43(5) and 43(6) of the ECT Act in relation to MCademy Training Institute payment systems not being sufficiently secure, neither MCademy Training Institute 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 this Website or the services or content provided from and through this Website. Furthermore, MCademy Training Institute makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to [support@mcademy.co.za](mailto:support@mcademy.co.za).

Although the products sold via the Website may change from time to time, the Website itself is supplied on an “as is” basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these T&C that the service available from and through this Website will meet your individual requirements and be compatible with your hardware and/or software.

Information, ideas and opinions expressed on this Website should not be regarded as professional advice or the official opinion of MCademy Training Institute and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.

### 2.2. Governing Law and Jurisdiction

This Website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the ‘Disputes’ clause of these T&C, you and MCademy Training Institute submit to the non-exclusive jurisdiction of the South African courts.

### 2.3. Privacy

We respect your privacy and will not disclose your personal information to third parties for marketing purposes if you have requested us not to do so (which you are able to do at any time). The manner in which we use your information is regulated in more detail as described in our Privacy Policy (“Privacy Policy”). The Privacy Policy is hereby incorporated by reference into these T&C. So, if you are not satisfied with the level of privacy we provide or otherwise disagree with anything in the Privacy Policy, then you are deemed to not agree to these T&C and you should not use the Website, because as stated above, your continued use of the Website will constitute acceptance of the T&C, including the Privacy Policy.

#### 2.4. Security

Any person that delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorised access to any page on this Website shall be prosecuted and civil damages shall be claimed in the event that MCademy Training Institute suffers any damage or loss.

You agree and warrant that your log-in name and password shall be used for your personal use only and shall not be disclosed to any third party.

You allow MCademy Training Institute to take all reasonable steps to ensure the integrity and security of the Website and back-office applications.

All credit card transactions are Secure Socket Layers encrypted. MCademy Training Institute's registration documents and the Website's registered domain name are checked and verified by Thawte.

#### 2.5. Changes to Agreement

MCademy Training Institute may, in its sole discretion, change these T&C or any part thereof at any time on notice to you. It is your responsibility to ensure that you are satisfied with the amendments. Should you not be satisfied with the amendments, you must refrain from placing any further orders on, or from using in any way, the Website.

#### 2.6. Disputes

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and MCademy Training Institute on any matter provided for in, or arising out of these T&C, and not resolved through the Customer Relations Department of MCademy Training Institute, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be downloaded from [http://www.arbitration.co.za/downloads/expedited\\_rules.pdf](http://www.arbitration.co.za/downloads/expedited_rules.pdf).

#### 2.7. Address for Notices

MCademy Training Institute chooses as its address for all purposes under these T&C, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: corner Frederik and Saxby Avenue, Eldoraigne, Centurion, 0157, South Africa.

#### 2.8. Term and Termination

These T&C shall commence from the date on which they are published on the Website and continue indefinitely, as amended by MCademy Training Institute from time to time (as described above), for so long as the Website exists and is operational, MCademy Training Institute being

entitled to terminate these T&C and/or shut down the Website at any time (subject to still processing any orders then already placed and accepted by MCademy Training Institute).

#### 2.9. Copyright & other Intellectual Property Rights

Any and all copyright subsisting in the Website, including these T&C, vests in MCademy Training Institute and all rights not expressly granted are reserved.

MCademy Training Institute cannot screen or edit all the content available from the Website and does not accept any liability for illegal, defamatory or obscene content. You are encouraged to inform MCademy Training Institute of any content that may be offensive or illegal.

All the content, trademarks and data on this Website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to MCademy Training Institute and as such are protected from infringement by local and international legislation and treaties.

#### 2.10. Electronic Communications

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

#### **Hyperlinks, Framing, Spiders & Crawlers**

Hyperlinks provided on this Website to non-MCademy Training Institute sites are provided as is and MCademy Training Institute does not necessarily agree with, edit or sponsor the content on such web pages.

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

No person, business or web site may use any technology to search and gain any information from this Website without the prior written permission of MCademy Training Institute. Such permission could be obtained from [support@mcademy.co.za](mailto:support@mcademy.co.za).

#### 2.11. Information

The ECT Act states that when goods or services are offered by way of certain electronic transactions, the seller thereof must make certain information about it available to customers on websites where the goods or services are offered.

Full name: MCademy Pty (Ltd), registration number: 2014/281749/07.

Address for receipt of legal service: corner Frederik and Saxby Avenue, Eldoraigne, Centurion, 0157, South Africa.

Office bearers: Tiaan (M.C) van der Bert (Director), Sonja du Toit (Director)

Website: [www.mcademy.co.za](http://www.mcademy.co.za)

Official email address: [support@mcademy.co.za](mailto:support@mcademy.co.za)

PROATIA: The manual published in terms of section 51 of the Promotion of Access to Information Act No 2 of 2000 may be downloaded from <http://www.naspers.co.za>

Code of Conduct: not applicable

### **Delivery Charges**

MCademy Training Institute does not charge any delivery fees for electronic delivery of its online products, however, you may incur costs (e.g. ISP fees) associated with downloading the product, and MCademy Training Institute will not under any circumstances be liable for any such costs incurred by you.

### **Payment Methods Accepted**

