



TERMS OF SERVICE

1. DEFINITIONS

- **1.1.** In these Terms and Conditions, unless inconsistent with or otherwise indicated by the context: –
 - **1.1.1.** “the/these Terms and Conditions” refers to these Terms and Conditions;
 - **1.1.2.** “Credo Business College” refers to Credo Business College (PTY) LTD, Registration Number: 2004/032319/07, a private company duly registered and incorporated in terms of the Laws of the Republic of South Africa;
 - **1.1.3.** “Intellectual Property” refers to all present and future intellectual property rights in and to the Website and Website Contents and the documentation, in whole or in part, including but not limited to trademarks, all rights of copyright (whether existing now or in the future) together with all related know-how, source codes, confidential information and all rights of a similar character whether registered or capable of being registered and all applications and rights to apply for protection of same, wherever the rights arise in the world;
 - **1.1.4.** “Login Details” refers to the combination of a user name and password, assigned to every User;
 - **1.1.5.** “the User” refers to all individuals and entities accessing and utilising the Website;
 - **1.1.6.** “the Account/User Account” refers to the account created for any User;
 - **1.1.7.** “Third Party” refers to any other person, not classified as a User, accessing or utilising the Website, requesting information from Credo Business College or from whom Credo Business College obtains certain materials or provides a service to Credo Business College in connection with the Website;
 - **1.1.8.** “the Website” refers to <http://www.credobusinesscollege.co.za> and any related sub-domains, or to such other website which may be prescribed by Credo Business College from time to time.
 - **1.1.9.** “Website Content” refers to all content on the Website including, but not limited to, software, images, documents, pictures, videos, audio and text.

2. CONSENT AND DURATION

- **2.1.** Access to the Website and Website Contents is strictly subject to these Terms and Conditions.

- **2.2.** The User immediately accepts these Terms and Conditions, upon initial access to the Website and is automatically bound by them through continued utilisation of the Website.
- **2.3.** These Terms and Conditions shall immediately commence upon initial access and shall continue on an indefinite basis until termination is effected in terms of clause 19 below.

3. GRANT OF RIGHTS

- Subject to the provisions hereof, Credo Business College grants the User a non-exclusive, personal, non-commercial and non-transferable right to use the Website and Website Contents.

4. DESCRIPTION OF MAIN SERVICE

- The provisions hereof set out the Terms and Conditions applicable to Users in terms of Credo Business College's service of making information and communication channels available online.

5. PAYMENT OPTIONS

- **5.1.** Credo Business College reserves the right to negotiate payment for providing the service, as outlined above, to Users and the terms and conditions relating thereto shall be provided for in a separate agreement concluded between the User and Credo Business College, at the sole discretion of Credo Business College.

6. SECURITY

- **6.1.** Each and every User, who is allocated a User Account, shall receive a unique user name and password and the combination thereof shall be required for access to individual Accounts.
- **6.2.** The User undertakes not to disclose his/her Login Details to any other person or permit any other person to access their Account, without authorisation.
- **6.3.** The User agrees that:
 - **6.3.1.** he/she is solely responsible for all use of the Website and Website Content, with or without the User's authorisation;
 - **6.3.2.** he/she may be held criminally or civilly liable for any damage, loss or liability suffered by Credo Business College or other Users as a result of any such authorised or unauthorised access;
 - **6.3.3.** he/she shall not access and utilise any information stored on any other User's Account, without such User's prior consent and authorisation;
 - **6.3.4.** he/she may not hold Credo Business College liable for any loss or damage suffered as a result of any authorised or unauthorised access as described in clause 6.3.3 above; and
 - **6.3.5.** he/she shall only have one User Account and shall not open multiple accounts.

7. AUTHORITY

- Subject to the provisions hereof, Credo Business College grants the User a non-exclusive, personal, non-commercial and non-transferable right to use the Website and Website Contents.

8. INTELLECTUAL PROPERTY

- **8.1.** The User agrees that:
 - **8.1.1.** save for the limited rights granted in these Terms and Conditions, the User has no rights to and/or title in, to or in respect of the Intellectual Property found on the Website, including but not limited to, software, text, graphics, icons, hyperlinks and designs;
 - **8.1.2.** the Intellectual Property found on the Website is the property of, or licensed to, and strictly reserved by Credo Business College and as such are protected by infringement by local and international legislation and treaties; and
 - **8.1.3.** in his/her use of the Website he/she obtains no rights to any of the Website Content, or any part thereof.

9. DISCLAIMER

- **9.1.** Credo Business College disclaims any and all warranties, expressed or implied, in connection with the Website and technology available from the Website, which is provided to the User "AS IS".
- **9.2.** Credo Business College does not make any warranty that use of the Website will be uninterrupted, timely or error free, that defects will be corrected or that the Website or the Website Contents or the technology used to provide the Website shall be free from viruses, bugs or any contaminants.
- **9.3.** The User acknowledges that the Website and Website Contents are used solely at his/her own risk and that it is the sole responsibility of the User to satisfy himself or herself that use of the Website and Website Contents will meet the User's individual requirements and will be compatible with the User's hardware and/or software.
- **9.4.** It is specifically recorded that any information, ideas and opinions expressed on the Website do not represent the official opinion of Credo Business College, unless otherwise expressly provided.
- **9.5.** Hyperlinks provided on the Website to other sites are provided "AS IS" and Credo Business College warrants that it does not necessarily agree with, edit or sponsor the content provided on such other sites. Any materials contained in such other sites are accessed at the sole risk of the User and Credo Business College does not claim any responsibility for any damage or loss suffered by the User as a result of the accessed material.

10. COPYRIGHT

- **10.1.** Copyright © Credo Business College 2017 All Rights Reserved.

- **10.2.** Credo Business College grants the User a worldwide, non-exclusive, revocable license to:
 - **10.2.1.** view the Website and the Website Contents on a computer or mobile device via a web browser;
 - **10.2.2.** copy and store the Website and Website Contents in a web browser cache memory; and
 - **10.2.3.** download and print Website pages or Website Contents for lawful purposes and for personal and non-commercial use, only.
- **10.3.** No part of this Website or any part of the Website Contents, unless otherwise specifically provided for, may be reproduced, published, distributed, transformed, modified or adapted without the express and prior written consent of Credo Business College.
- **10.4.** Commercial use and distribution of Website and Website Contents is strictly prohibited without the prior written consent of Credo Business College.
- **10.5.** The User may request consent from Credo Business College to use the copyright materials on the Website by writing to:
Postal Address: P.O. Box 65001, Erasmusrand, Pretoria, 0165
E-mail address: info@credobusinesscollege.co.za
- **10.6.** If Credo Business College discovers that any User has used its copyright materials in contravention of the abovementioned license, Credo Business College reserves the right to institute legal action against such User in recovery of any monetary damages as well as an order preventing the User from further utilising those materials.

11. PRIVACY

- **11.1.** For the purposes of this clause “personal information” includes, but is not limited to, the User’s name, age, contact details and relevant academic information.
- **11.2.** Credo Business College only collects personal information which is provided voluntarily by the User with their permission and knowledge and stored on the Website as set out herein below.
- **11.3.** Credo Business College may, via the Website, also collect the User’s non-personal information such as domain and IP addresses which may be stored on the User’s computer as a cookie-file and in a statistics file on the web server. Credo Business College shall use such information, without the consent of the User, in order to, among other things, measure the number of visitors to the Website and for marketing purposes.
- **11.4.** Credo Business College shall take all reasonable steps to protect the personal information of the User collected by Credo Business College through the Website and

shall not disclose personal information of the User to any third party, unless as specifically provided for in these Terms and Conditions.

- **11.5.** Any personal information collected by Credo Business College shall be stored in databases access to which shall be strictly controlled by Credo Business College and its employees.
- **11.6.** Credo Business College may disclose personal information of the User to any third party in the following circumstances:
 - **11.6.1.** when required to do so by any applicable laws or valid legal processes;
 - **11.6.2.** When the User consents to such disclosure.

12. SOUTH AFRICAN LAW

- These Terms and Conditions are governed and interpreted according to the Laws of the Republic of South Africa as well as applicable Public International Law.

13. ENTIRE AGREEMENT

- These Terms and Conditions constitute the entire agreement between the User and Credo Business College and supersedes any previous agreement, understanding or arrangement between the User and Credo Business College.

14. SEVERABILITY

- Each and every provision of these Terms and Conditions (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions hereof. If any of the provisions of these Terms and Conditions (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions hereof shall be and remain of full force and effect.

15. DOMICILIUM CITANDI ET EXECUTANDI

- Credo Business College chooses the following address as its domicilium citandi et executandi in respect of all purposes arising out of or in connection with these Terms and Conditions at which address all processes and notices arising out of or in connection with these Terms and Conditions may validly be served upon or delivered to Credo Business College:

Registered Head Office: Block A, Glen Gables Office Park, c/o Lynnwood and January Masilela, Lynnwood Glen, 0181

16. AMENDMENTS

- **16.1.** Credo Business College reserves the right to update or modify this Agreement, or any part thereof, at any time and without notice to the User or acquiring the User's prior written consent.

- **16.2.** The User will be bound by any amendment/s of these Terms and Conditions within 14 days of such amendment/s being posted on the Website.

17. DISPUTE

- In the event of any dispute arising between the User and Credo Business College, of any nature whatsoever, in relation to any matter provided for or arising out of these Terms and Conditions, South African law will apply and the appropriate courts of South Africa will have jurisdiction.

18. CESSION AND ASSIGNMENT

- **18.1.** The User shall not be entitled to cede, assign or transfer any of his/her rights or obligations under these Terms and Conditions without the prior written consent of Credo Business College.
- **18.2.** Credo Business College shall be entitled to cede, assign and transfer any of its rights under these Terms and Conditions without providing prior notice or without the User's consent.

19. TERMINATION AND BREACH

- **19.1.** Credo Business College reserves the right to take any action as it sees fit should the User breach any provision of these Terms and Conditions, including but not limited to, termination of the Terms and Conditions.
- **19.2.** Upon termination of the Terms and Conditions, Credo Business College reserves the right to block the User's access to the Website and terminate the User's Account on the Website.
- **19.3.** The User agrees to fully indemnify Credo Business College from and against all claims, howsoever caused, which may arise due to:
 - **19.3.1.** the User's breach of these Terms and Conditions;
 - **19.3.2.** violation by the User of any governing law or any third party rights;
 - **19.3.3.** use of the Website, the User's Account or any other User's Account accessed by a User or any other person who obtained access with or without requisite authorisation.

20. GENERAL INFORMATION

- **20.1.** Credo Business College may be contacted at the following addresses:
 - **20.1.1.** Postal Address: P.O. Box 65001, Erasmusrand, Pretoria, 0165
 - **20.1.2.** Physical Address: Block A, Glen Gables Office Park, c/o Lynnwood and January Masilela, Lynnwood Glen, 0181
- **20.1.3.** Telephone: +27 12 348 3888
- **20.1.4.** E-mail: info@credobusinesscollege.co.za