

EDUXEED WEBSITE T&CS



This agreement was last updated on 22 September 2021.

This contract applies to you when you use or purchase products from the eduXeed Website.

1. WHO YOU ARE CONTRACTING WITH

We are S2JK (Pty) Ltd. (CIPC registration number: 2020/424724/07) t/a eduXeed. We own and run the eduXeed service and the Website <https://eduxeed.com/>.

2. OUR SERVICES

2.1. We sell self-paced tutorial short courses

You can purchase self-paced tutorial short courses ('short courses') through our Website.

2.2. We design and develop customised eLearning solutions

We can provide effective, interactive, relevant, and engaging learning programmes to your employees or a target market through a custom eLearning solution.

2.3. We provide multimedia production services

We can provide you with visually stimulating content to support your presentation through professional videography, video and audio editing, animation and graphic design, presentation layout design and development and voiceovers.

2.4. Digital communication and webinars

We can project manage, produce, and direct your event, from invitation to live broadcast. We also provide the virtual platform for the event.

2.5. Our service is for users who are 18 years old and over

You must be at least 18 years old to use our services.

3. HOW WE TREAT YOUR PERSONAL INFORMATION

We will keep your personal information confidential. Read our Privacy Notice to see how we collect and use personal information.

4. YOUR RESPONSIBILITIES

4.1. Registration and use of our Website

Only registered users may purchase short courses through our Website.

To register as a user on our Website, you must provide a username and password and provide certain information and personal details to eduXeed. You will need to use your username and password to access the Website to purchase a short course from us.

4.2. Purchase of products through our Website

Registered users may place orders for short courses on our Website, which we may accept or reject.

Whether or not we accept an order depends on the receipt of payment or payment authorisation by us for the order in question.

Note: We will accept your order by delivering the products to you, and only at that point will an agreement of sale between us come into effect. This is regardless of any communication we send you stating that your order or payment has been confirmed.

We will indicate the rejection of your order by cancelling it and refunding you for any amount already paid as soon as possible.

4.3. Price

Once you have selected a short course you want to purchase from us, your short course selection and the relevant price will reflect in your shopping cart.

The price of all the short courses you have selected for purchase will be tallied together automatically in your shopping cart.

The price reflected includes VAT and delivery costs.

4.4. Payment

Payment can be made via the following options:

- Credit Card
- Electronic Funds Transfer (“EFT”) or Bank Transfer

In cases where you have paid with a credit card, we may require additional information to authorise or verify the validity of your payment. In such cases, we are entitled to withhold delivery until we have received the additional information or authorisation for the amounts. If we do not receive the additional information or authorisation we require, your order will be cancelled.

4.5. Delivery

We will only release your order for delivery once we have received payment into our bank account.

Once we have received your payment into our bank account, your order shall be delivered by email and download link on our Website.

4.6. Cancellation and refunds

Please see our Return, Exchange and Refund Policy for more information.

4.7. Use our service and our Website responsibly

You must not submit any content or engage in any activity that:

- is illegal;
- is fraudulent;
- is an attempt to impersonate another person or entity;
- violates a third-party right, including the right to privacy or any intellectual property rights; or
- causes us or our affiliates or service providers harm.

4.8. Give us accurate information, and keep it up to date

Our service is based on the information that you provide. It is your responsibility to keep it up to date and let us know immediately if any of your information changes.

4.9. Keep your password to yourself

Keep your username and password safe, and do not share them with anyone else. You are responsible for anything that is done through your profile, whether you allowed it or not. If you think that your information has been exposed or is at risk, you must reset your password immediately and contact us at [admin@eduxeed.com].

4.10. Protect yourself online

It is your responsibility to check the terms and conditions of any website, service or resource linked from our Website when you visit it. We cannot take responsibility for the quality of the products or services made available through linked websites and resources.

5. OUR RESPONSIBILITIES

5.1. Delivery of short courses you have ordered through our Website

Once we have received your payment into our bank account, your order shall be delivered by email and download link on our Website.

Our obligation to provide your order to you is fulfilled once delivery has been made. We are not responsible for any loss or unauthorised use of these products once we have delivered them to you.

5.2. We provide links to related services, but we are not responsible for them

We may provide links to other websites, resources or products or services offered by other companies. That does not mean that we recommend their content, products or services. We are not responsible for these websites or resources, and they are governed by their own terms.

5.3. We have processes in place to ensure that our information is accurate, available, and virus-free

We have processes in place to make sure that the information on our Website is accurate, up to date, always available and virus-free. Still, we cannot guarantee that this will always be the case. You cannot hold us responsible for any loss you suffer as a result of errors, inaccuracies, unavailable information, or viruses, unless we caused it by our deliberate and reckless behaviour.

5.4. We have reasonable security in place

We have implemented reasonable security safeguards to protect your information. But no system is 100% secure. So, while we will do everything reasonably necessary to protect the information, we cannot guarantee that our system will not be hacked or accessed without permission. We cannot guarantee that information will not be lost, or that a data breach will not take place. You can only hold us liable if a security incident was caused by our deliberate and reckless behaviour.

Please let us know immediately if you think that your profile has been compromised at [admin@eduxeed.com].

6. WHEN WE MAY RESTRICT ACCESS TO THE SERVICE

On rare occasions, our service may be unavailable. For instance, you may not be able to access your profile while we conduct maintenance to the site, if we experience technical difficulties, or for security reasons. We do not have to compensate you if you cannot access your profile temporarily. We will do our best to keep this type of interruption to a minimum.

We may restrict or suspend access deliberately if

- we believe that another person uses your profile;

- you breach this contract or applicable law;
- we cannot verify or authenticate information that you provide; or
- we believe that you are conducting activities that are illegal, abusive, threaten the integrity of the service, or may damage our reputation.

7. WE OWN THE CONTENT OF THIS SITE

7.1. We own the content and the trademarks

We, or our content suppliers, own the copyright in all material on this site, and the way it's been put together, whether it's text, graphics, databases or software ('Content').

We own all the trademarks on this site.

7.2. You may use the Content with permission

You may download or print the Content for your personal use and information only, provided that you acknowledge us appropriately.

If you wish to use the Content for any other reason you must have our permission.

7.3. You must use our Content responsibly

If you use our Content, you may not alter it or use it in a way that will damage our reputation. You must not remove any acknowledgement that we or any of our contributors are the authors of any Content.

If you don't use our Content responsibly and respect our intellectual property, we will enforce our intellectual property rights.

8. WHEN THIS CONTRACT ENDS

The contract ends when you or we close your profile.

8.1. You can ask us to close your profile

To close your profile, you can contact us and ask that we close your profile.

8.2. We can close your profile for other reasons

We can deactivate your profile at any time if:

- you breach this contract or applicable law;
- we have reason to believe that the service or your profile is being used fraudulently;

- you use the service to harass, abuse, or otherwise infringe or violate the rights of any other person;
- you haven't logged in to your profile for more than twelve consecutive months;
- we decide to withdraw the service; or
- we no longer do business.

We will give you notice by email if we close your profile.

8.3. What happens when your profile is closed

When this contract ends, for whatever reason you won't have the right to access the service

Even after this contract ends, some terms will remain in place, including:

- Registration and use of our Website
- Only registered users may purchase short courses through our Website.

To register as a user on our Website, you must provide a username and password and provide certain information and personal details to eduXeed. You will need to use your username and password to access the Website to purchase a short course from us.

8.4. Purchase of products through our Website

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8.8. Cancellation and refunds

Please see our Return, Exchange and Refund Policy for more information.

- Use our service and our Website responsibly
- We have processes in place to ensure that our information is accurate, available, and virus-free
- We own the content of this site

We are not responsible for any damages or losses you may suffer because your contract is terminated for any reason.

9. ABOUT THIS CONTRACT

- South African law governs this contract and any related disputes.
- This is our entire contract regarding the use of the service.
- Circumstances may arise where it becomes impossible for eduXeed to perform in terms of our agreement with you. This is called ‘force majeure’. Examples include pandemics or epidemics, government action (e.g. mandatory shutdowns of eduXeed), wars, riots, strikes, floods and other extreme weather events, earthquakes, explosions or load shedding (shortage of energy supplies).

- We will let you know as soon as reasonably possible if our performance has been suspended due to a 'force majeure' event. If our performance is suspended by a 'force majeure' event that lasts longer than 14 days, you have the right to cancel your order by written notice. If you have already paid us for your order, you will be entitled to a full refund. You must give us written notice of your cancellation at admin@eduxeed.com.
- We will update this contract from time to time. We will let you know by email and update the date at the top of this page when we do. The 'new' contract will be in force from the date published at the top of this page. If you continue to use the service after the contract has changed, it means that you accept the changes.
- This contract cannot be changed or set aside through conduct.
- If one part of this agreement becomes invalid or unenforceable, the rest of it remains enforceable.
- We may freely hand over our rights and obligations under this contract to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law, or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner so that you can continue to use our service.

10. HOW YOU CAN REACH US

10.1. You can contact us at:

Email: admin@eduxeed.com

Telephone: +27 11 201 2116

11. ECTA INFORMATION

For the purposes of the ECTA Act, eduXeed's information is as follows, which should be read along with our product descriptions and the rest of this agreement:

- Full name: S2JK (Pty) Ltd t/a eduXeed (CIPC registration number: 2020/424724/07)
- Main business: eLearning and digital communications
- Address for legal notices in terms of this agreement (*domicilium citandi et executandi*) and also our postal and street address): Ground Floor, Building C, Stoneridge Office Park, 8 Greenstone Place, Greenstone Hill, Johannesburg, 1609, South Africa
- Office bearers: Mr Stephan Terblanche

- Phone number: +27 11 201 2116
- Email address: admin@eduxeed.com