

Licence Agreement

Please read the following terms and conditions very carefully as your use of service are subject to your acceptance of and compliance with the following terms and conditions ("Terms"). In case of any query pertaining to the Terms as detailed below, please contact us on info@itcourses.com.

By subscribing to or using any of our services you agree that you have read, understood, and are bound by the Terms, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not subscribe to or use our services.

In these Terms, references to:

- “Website” shall mean www.itcourses.com
- “Service” shall mean the ITCourses marketplace and platform.
- "You", "User" shall mean the end user accessing the Website, its contents and using the Service and E-Learning offered through the Website.
- "Service Providers" shall mean independent 3rd-party learning product creators, course developers, instructors, and education service providers.
- “E-Learning”, “product” shall mean educational services and products such as video courses, practice tests, live labs and related products and services offered through the Website.
- “ITCourses”, "we", "us" and "our" shall mean XpertSkills Development and Mentorship Pty Ltd – DBA ITCourses - its affiliates and partners.

Introduction:

ITCourses, through its website, www.itcourses.com, is an E-Learning marketplace operated by XpertSkills Development and Mentorship Pty Ltd, incorporated under the laws of South Africa.

Use of the Website is offered to you conditioned on acceptance of all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time. ITCourses at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof.

Services Offered:

ITCourses sells 3rd-party-owned E-Learning through its Website and/or through 3rd-party websites. The Service enable users to purchase and access E-Learning presented by Service

Providers. After making payment or redeeming license codes on the Website, ITCourses will enable the E-Learning which can then be consumed and viewed online.

License to Use:

When Service Providers provide ITCourses with E-Learning to sell on its marketplace, they grant ITCourses a license to offer a license to the E-Learning to Users. ITCourses has the right to sublicense the E-Learning to the Users.

As a User, when you purchase E-Learning from the ITCourses marketplace, ITCourses grants you a limited, non-exclusive, non-transferable license to access and use the E-Learning for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with particular E-Learning or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any E-Learning unless we give you explicit permission to do so in a written agreement signed by a ITCourses authorized representative.

Limited User:

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

Privacy Policy:

The User hereby consents, expresses, and agrees that he has read and fully understands the Privacy Policy of the ITCourses Website. The user further consents that the terms and contents of such Privacy Policy are acceptable to him.

Pricing:

Prices for E-Learning is described on our Website and are incorporated into these Terms by reference. Default pricing is in US Dollars.

Refunds and Cancellation:

We have a 10-day refund policy. You can ask for refund within 10 days of your purchase. Refunds are processed within can take up to 10 business days to be completed.

Upgrade Options:

Libraries and bundles include access to the E-Learning products specified at the time of purchase. Upgrade options with access to future E-Learning releases are made available at discounted rates as and when new or updated courses become available.

Most vendor-specific certifications have a lifecycle of around 2 to 4 years. This could vary depending on the vendor or technology covered. Each certification has its own individual lifecycle, and no two certifications are at the same point within their lifecycles. Considering this and the fact that most of our course bundles include multiple courses, there will always be new exams being released and old exams being retired. As a marketplace, we always try to source the most up to date content from suppliers, update course bundles on a regular basis and provide heavily discounted upgrade options to our existing customers.

License Codes:

E-Learning access license codes purchased from 3rd-party marketplaces must be redeemed on the ITCourses website within 30 days of purchase or be forfeited.

Access Period:

Unless indicated otherwise, access to E-Learning is provided for a period of 12 months from the date of purchase.

Lifetime Access:

Where E-Learning is provided with “lifetime access”, you will be provided with access to the E-Learning, specified at the time of purchase, for an extended period of several years with no preset time limit. The term “Lifetime” and access period applies to the subject matter, must be viewed within reason, and does not mean “forever and ever”. Selected E-Learning products may occasionally be unpublished after the subject matter or technology covered has become redundant or after associated certification exams have been retired.

Our marketplace model means we do not own the copyright to the content of the E-Learning; the content developers own these rights. On rare occasions, content developers may remove access to their E-Learning from our marketplace or Services, or, ITCourses may have to remove E-Learning from the platform for policy or legal reasons.

Certifications:

As a marketplace, ITCourses provides access to E-Learning in preparation for vendor-specific certification exams. It is the responsibility of the User to understand all certification requirements, regulations, applicable exam versions, prerequisites, processes and costs as determined by the respective vendors.

User Conduct and Rules:

You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information
- upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents.
- upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer.
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- violate any code of conduct or other guidelines, which may be applicable for or to any particular Service
- violate any applicable laws or regulations for the time being in force in or outside South Africa
- violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.
- exploit any of the services. Moreover, we might refuse any of our services, terminate accounts, and/or cancel orders at our discretion, including but not limited to, if we believe that customer conduct violates applicable law or is harmful to our interests.

- You shall not make any derogatory, defamatory, abusive, inappropriate, profane or indecent statement/s and/or comment/s about ITCourses.com, its associates and partners on any property owned by ITCourses.com.

Links To Third Party Sites:

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of ITCourses or the Website and ITCourses is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ITCourses is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. ITCourses is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ITCourses or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

Disclaimer Of Warranties/Limitation Of Liability:

ITCourses has endeavored to ensure that all the information on the Website is correct, but ITCourses neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product, or Service. In no event shall ITCourses be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) unauthorized access to or alteration of the user's transmissions or data; (c) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service. Neither shall ITCourses be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, ITCourses shall not be held responsible for non-availability of the Website or E-Learning during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond ITCourses control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

Indemnification:

You agree to indemnify, defend and hold harmless ITCourses from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by ITCourses.com that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

Termination:

ITCourses may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached any of the Terms.

If you or ITCourses terminates your use of the Website or any Service, ITCourses may delete any content or other materials relating to your use of the Service and ITCourses will have no liability to you or any third party for doing so.

You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever. Further, you shall be entitled to your royalty payments as per the User License Agreement that has or is legally deemed accrued to you.

Governing Law:

These terms shall be governed by and constructed in accordance with the laws of South Africa without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of South Africa.

Headings:

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of the Terms or the right to use the Website by you contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever.

Interpretation Of Number And Genders:

The Terms here in shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the

terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to the Terms as a whole.

Severability:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

Report Abuse:

As per these Terms, users are solely responsible for every material or content uploaded on to the Website. ITCourses does not review the contents in any way before they appear on the Website. ITCourses does not verify, endorse or otherwise vouch for the contents of any user or any content generally posted or uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to info@itcourses.com.

Unauthorized Charges on your card:

If you see charges on your credit/debit card for purchases made on www.itcourses.com, but you never purchase anything from the site, please check with your family members or business colleagues authorized to make purchases on your behalf, to confirm that they haven't placed the order. If you're still unable to recognize the charge, please report the unauthorized purchase within 30 days of the transaction to enable ITCourses to begin an investigation.

Cancellation of Fraudulent Orders:

To provide a safe and secure shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, ITCourses reserves the right to cancel all past, pending and future orders without any liability. ITCourses also reserves the right to refuse or cancel orders in scenarios like inaccuracies in pricing of product on website and stock unavailability. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your card has been charged, the said amount will be reversed to your Card Account. Any promotional voucher used for the cancelled orders may not be refunded.

Terms For Promotions/Contests/Offer/Campaigns:

- Discounts will be applied to the total merchandise value including VAT and applicable taxes. Issuance or redemption of a voucher or coupon will apply to the total value of the qualifying order once all promotional discounts have been applied.
- Only one credit note/gift coupon/coupon can be used per order unless otherwise stated.
- Discount coupons - Discount coupons may from time to time be offered to account holders; such coupons may only be applied to purchases made through the account to which the discount coupon was offered and registered. If you need a refund, this will be made in the same way as the original payment method (such as onto a gift voucher, debit/credit card account, a combination of the two and in case of COD, a Bank Transfer).
- Promotional discount coupons - We may from time to time offer promotional discount coupons which may apply in respect of any, or certain specified, purchases made through this Website.
- ITCourses shall introduce various offers, schemes or contest at different times. The terms and conditions for such Contest shall be separately available on the Site.
- ITCourses reserves the right to change/modify/add/delete any of the terms and conditions prevailing on the different promotional schemes it introduces in market from time to time. ITCourses.com, at its discretion, can withdraw a particular scheme from the website or market.
- While participating in any ITCourses contest you hereby agree to release and hold ITCourses (and its officers, directors, agents, subsidiaries, affiliates, joint ventures, and employees) harmless from any claim or demand, but not limited to reasonable attorneys' fees, or arising out of or related to your participation in the said Contest.
- ITCourses reserves the right to cancel any orders placed using promotional vouchers. Some situations where your order may be cancelled include, without limitation, misuse of any promotional vouchers, unauthorized usage of vouchers or inaccuracies of voucher pricing and value thresholds. The voucher amount will not be refunded for such cases.
- Suitable legal action will be taken against websites involved in unauthorized publication of ITCourses vouchers. ITCourses will only honour vouchers, which are issued or published directly by our partner websites or us.