

User Agreement

YOU WILL FIND THE USER AGREEMENT, GENERAL TERMS AND CONDITIONS OF USE, THE PRIVACY POLICY AND PAYMENTS, DELIVERY AND CANCELLATION POLICY IN THIS DOCUMENT

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE.

A. General Terms and Conditions of Use

1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

1.1.2. “**Site**” means collectively our website/s and the client portal.

1.1.3. “**we**”, “**us**”, “**our**” and “**NOSA**” means NOSA Pty Ltd, , all its affiliates and subsidiaries and any developers that NOSA may employ from time to time.

1.1.4. “**website**” means the internet websites with the address www.NOSA.co.za or any website with a URL that is validly registered to NOSA.

1.1.5. “**you**” and “**your**” means the user of the Site and / or your legal guardian.

1.1.7. “**personal information**” means information relating to you or any other living person or existing legal entity, including but not limited to –

- information relating to the race, gender, marital status, national, ethnic or social origin, colour, , age, disability, language;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person,

provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

2. Conditions of Access

2.1. Your access to, and use of, the Site is subject always to the community guidelines and terms and conditions set out in this user agreement.

2.2. To avoid any confusion, you agree these terms and conditions applies to your use of:

2.2.1. the website;

2.2.2. the client portal;

2.2.3. any third party website or mobile application licensed to us;

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges). NOSA cannot be held responsible for these charges.

3. Your Acceptance and Consent

3.1. By using the Site, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Site.

3.2. You agree that this user agreement applies to any information accessed via the Site, and to all sections of the Site.

4. Changes to this User Agreement

4.1. We may change the terms and conditions of this user agreement from time to time. We recommend that you familiarise yourself with this user agreement regularly.

4.2. The current version of this user agreement will apply each time that you access and use the Site.

5. Your account

5.1. If you use the Site, you must keep your access details (including, your user name and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your user name and password. You are only permitted to use one account as an individual student and there will only one account available to one authorized member for a company. If you use more than one account we could delete all access.

5.2. NOSA may refuse access to the site if we are unable to verify any information that you provide to us.

5.3. You agree that the following actions shall be material breaches of these terms and conditions:

5.3.1. signing in as, or pretending to be, another person;

5.3.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others

5.3.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Site; or

5.3.4. gathering information about others without obtaining their prior written consent.

5.4. You also agree that any use of your access details shall be regarded as if you were the person using such information.

5.5 NOSA may determine certain requirements that you will need to meet when choosing a user name or password. These requirements may be changed from time to time and you may be required to update your credentials.

6. Full disclosure of all relevant facts and information

6.1. NOSA might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.

6.2. You guarantee that all information provided by you at any time to NOSA on or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.

6.3. You guarantee that you have fully disclosed all facts and information, and agree that this user agreement or any transactions related to this user agreement will be void if you do not meet this requirement.

7. Electronic communication and records

7.1. When you visit the Site or send e-mails to us, you accept that we can communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.

7.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by NOSA. This includes, but is not limited to mobile push notifications.

7.3. If you are a registered user of the Site, you will receive communications from us via e-mail. If you do not want to receive e-mails from NOSA, you may change the way you receive your communication on the site, or you can phone our contact centre.

7.4. NOSA takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

8. Copyright

8.1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to NOSA, unless we expressly state that it is not and is protected by South African law. In addition, the compilation of all content on the Site is the exclusive property of NOSA and is protected by South African copyright laws.

8.2. Except if permitted under this or another agreement with NOSA no portion of the Site may be copied or transmitted via any means available now or in the future.

8.3. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.

8.4. You agree that if you breach the terms of this clause 8, NOSA will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. NOSA will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

8.5. Nothing on the Site should be regarded as granting any licence or right to use any trademark without NOSA's prior written permission and/or that of any third party.

9. Disclaimer

9.1. The Site and all information, content, tools and materials are provided by NOSA on an "as is" and "and available" basis, unless we inform you in writing.

9.2. NOSA does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.

9.3. NOSA does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the NOSA servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. NOSA will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.

9.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:

9.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of NOSA; or

9.4.2. any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

9.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

9.5.1. any of the events described in this paragraph or the paragraphs above

9.5.2. your actions or omissions that result in a breach of this user agreement;

9.5.2. any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;

9.5.3. a denial of access to the site should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put NOSA in disrepute; or

9.5.4. your reliance on any of the information, content, tools or materials that you obtain from the Site.

12.5. Updates and/ changes to the Pass will be pushed through to your Pass, provided that the 'automatic updates' option on your device is switched on. Where the 'automatic updates' option on your device is switched off, you will need to manually update the Pass.

12.6. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.

14, Indemnity

You agree to indemnify, defend, and hold harmless NOSA, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

The NOSA site and all content are provided on a "voetstoots" basis. The contents of the site, such as text, graphics, images, information obtained from NOSA's licensors, and other material contained on the NOSA site ("Content") are for informational purposes only and do not constitute advice. The user is encouraged to consult with a professional advisor before acting on any information or content appearing on or transmitted through NOSA's web site.

Nothing on the site shall be construed as an offer by NOSA to the user, but merely an invitation to do business.

15. Phishing and spoofing

15.1. If you receive an unsolicited e-mail that appears to be from NOSA and that requests you to provide personal information (such as your credit card number, user name, or password), or that asks you to verify or confirm your NOSA information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."

15.2. NOSA will never ask for this type of information in an e-mail, and we strongly recommend that you **do not** respond to these e-mails and that you **do not** click on the link. Responding to "phishing" places you and your personal information at risk. NOSA cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

16. Linking to third party websites

16.1. The Website may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of NOSA and NOSA is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.

16.2. NOSA is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by NOSA of the linked website, their business or security practices, or any association with its operators.

16.3. From time to time NOSA may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.

16.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

17. Applicable law

17.1. By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

18. General Provisions

18.1. The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.

18.2. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.

18.3. No failure or delay by NOSA to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.

19. Termination

19.1 These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by NOSA without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

B. Privacy Policy

This privacy policy is complementary to, and should be read and understood together with, the general terms and conditions of use set out in Section A above.

1. The General Principles of our Privacy Policy

1.1. This privacy policy covers how we treat your personal information collected electronically when you use the Site, register or apply online for any NOSA products or services, or when you contact NOSA electronically.

1.2. NOSA respects your privacy and your personal information and for this reason, we take care to protect your personal information and to keep it confidential.

1.3. When dealing with your personal information we apply the following:

1.3.1. NOSA will only disclose, collate and process (“use”) your personal information with your express written permission unless we are legally required to do so.;

1.3.2. NOSA will not use your personal information for any other purpose, other than that which we disclosed to you, unless you give NOSA your express written permission to do so, or unless NOSA is permitted or required to do so by law

2. What do we mean by Personal Information

2.1. Personal information refers to information that identifies or relates specifically to you, for example, your name and identity number or any information you use to register for the site. Any information provided to NOSA as the authorized representative for a Company will also be regarded as personal information.

3. How we collect your Personal Information

3.1. Whenever you use the Site, complete an application form, contact NOSA electronically, or use one of the products, services, facilities, tools or utilities offered by NOSA on the Site, NOSA will collect your personal information.

3.2 NOSA do make use of Cookies to obtain a variety of information which provides us details as to what product and information interest our visitors. Cookies can also be used to protect your information. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognise your browser. We can see what pages you click through, plus store items in your Shopping Cart between visits. The 'Help' portion of the toolbar on most browsers will instruct you on how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, and/or how to disable cookies altogether. Please note that disabling cookies will prevent you from using many of our services.

4. Why we collect and use Personal Information

4.1. In order to make your use of the Site and the products, services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for NOSA to find out exactly what you need and want. The following are some of the reasons (i.e. disclosed reasons) why NOSA would collect your personal information:

4.1.1. for NOSA to process your instructions or requests; or

4.1.2. for NOSA to ensure that we meet your needs, NOSA may collect and analyse your personal information and combine all the information that we have about you for research and statistical purposes. We may also use your personal information to personalise and tailor our services to meet your needs; or

4.1.3. once NOSA has collected and analysed your personal information, NOSA may send you promotional material or details which we think may be of interest to you.

4.1.4. to conduct market research;

4.1.5. to conduct academic research which may be used to evaluate and improve NOSA's product offerings. You are advised that information may be shared with third parties such as academics and researchers. All such information collected will be kept strictly confidential and all data will be depersonalized to the extent possible and where appropriate. No personal information will be made available to a third party unless such third party has agreed to abide by strict confidentiality protocols. If we publish the results of this research, you will not be identified by name.

4.2. Your privacy is important to us and we will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent. If at any stage after you have given NOSA your consent you no longer wish NOSA to use or share your personal information, you may at any stage withdraw your consent.

4.3. You accept that we may store your personal information outside of the region or country that you may submit or use it in.

5. Protection of your Personal Information

5.1. NOSA values the information that you choose to provide and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The information NOSA has concerning NOSA clients is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

5.2. When you use the products, services, facilities, tools or utilities provided by NOSA on the Site, you may be given an access number, user name, password and/or personal identification number (PIN). You must always keep your user name, password and/or PIN a secret and ensure that you do not disclose it to anyone.

6. Correction of Personal Information

6.1. If you ever want to update or correct any of your personal information held by NOSA, you can either update certain information on the Site or e-mail us or you can phone our contact centre.

7. Personal Information held by or disclosed by you or NOSA to a third party

7.1. Because NOSA is not responsible for any representations or information or warranties or content on any third party website (including third party websites linked to this website, websites facilitated by us or websites that serve as social networks like Facebook or Twitter), NOSA does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.

7.2. NOSA may enter into arrangements with its partners and other third party suppliers in order for them to provide services to you. Those arrangements may require us to disclose your personal information to them, whether in person or by means of an application. You hereby consent to NOSA disclosing your personal information to those partners and third parties for this purpose and you also consent to receiving data about yourself from them. If at any time, after you have given NOSA your consent, you no longer wish to have your personal information disclosed to these partners or third parties, you may withdraw your consent.

8. Changes to this Privacy Policy

8.1. NOSA may amend this privacy policy from time to time. We will give you notice of any material changes within a reasonable time, however, we recommend that you familiarise yourself with this privacy policy regularly.

8.2. The current version of this privacy policy will govern the respective rights and obligations between you and NOSA each time that you access and use the Site

10. Which laws apply to this Privacy Policy

10.1. This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.

10.2 South African CONSUMER PROTECTION ACT NO. 68 OF 2008 (CPA) laws shall supersede any NOSA terms and conditions which conflict with the Act or any other laws in the Republic of South Africa.

10.3 South African ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2003 (ECT ACT) shall supersede any NOSA data privacy policies which conflict with the Act or any other laws in the Republic of South Africa.

10.4 South African PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013 (POPI ACT) shall supersede any NOSA data privacy policies which conflict with the Act or any other laws in the Republic of South Africa.

C. PAYMENT, DELIVERY & CANCELLATION POLICY

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Please note that for all purchases and sales, the full amount due, is required to be paid in full before delivery of the product/service can be issued.

1. Cancellation, postponement and refund policy

1.1 Cancellations and postponements must be done in writing, either by email, letter, fax or portal.

1.2 If less than 5 working days' notice is given, the full course fee will be payable.

1.3 If less than 10 working days' notice is given, 50% of the course fee will be payable.

1.4 The number of learners booked by Companies, will be the number of learners invoiced, if the cancellation policy had not been adhered to.

1.5 The date of cancellation / postponement shall be the date received by NOSA.

1.6 Full refunds will only be given if you have given us 10 working days' notice before the course commencement date.

1.7 Refunds will be processed two weeks from the date on which supporting documents have been submitted to refunds@nosa.co.za