



TERMS AND CONDITIONS

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PLEASE READ THIS TERMS OF USE AGREEMENT (THE "*TERMS OF USE*") CAREFULLY BEFORE ACCESSING OR PARTICIPATING IN ANY CHATROOM, NEWSGROUP, BULLETIN BOARD, MAILING LIST, WEBSITE, TRANSACTION OR OTHER ON-LINE FORUM, COURSE, OR SERVICE MADE AVAILABLE BY SAMTRAC INTERNATIONAL (PROPRIETARY) LIMITED ("*SAMTRAC*") AT ENTRY-POINT URL (<http://www.samtrac.com>) AND ITS RELATED WEBSITES ("SITE" OR "SITES"). BY USING AND PARTICIPATING IN THE SITES, YOU SIGNIFY AND ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AND AGREE THAT THE TERMS OF USE CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND SAMTRAC, AND THAT YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, PLEASE DO NOT ACCESS THE SITES. THE PARTICIPATING INSTITUTIONS ARE THIRD PARTY BENEFICIARIES OF THE AGREEMENT AND MAY ENFORCE THOSE PROVISIONS BELOW THAT RELATE TO THE PARTICIPATING INSTITUTIONS.

Age Restrictions

Registration and participation on the Sites is restricted to those individuals over 18 years of age, emancipated minors, or those who possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. By registering or participating in services or functions on the Sites, you hereby represent that you are over 18 years of age, an emancipated minor or in possession of consent by a legal parent or guardian and have the authority to enter into the terms herein. In any case, you affirm that you are over the age of 13 years of age as the Site is not intended for children under 13 years of age. If you are under 13 years of age, do not use the Sites. In addition, those who wish to register and participate must meet the minimum requirements laid out in the Terms of Use. In addition, certain Courses may have additional eligibility requirements, as specified on the Course website. If you do not qualify or do not agree to these terms, you may not use the Site.

Right of Modification

We reserve the right to change or modify the Terms of Use at our sole discretion at any time. Any change or modification to the Terms of Use will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Sites after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms of Use.

Disclaimer

Sites may include forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the User Content (as defined below) on these Sites, nor any links to other websites, are screened, moderated, approved, reviewed or endorsed by Samtrac or its participating institutions. By posting to

or viewing such forums, you agree that Samtrac and any of its participating institutions are not responsible or liable for the content of any postings therein. Samtrac reserves the right (but not the obligation) to remove any content from such forums in its discretion.

Intellectual Property Rights

All the work, trademarks and databases on the Site, including but not limited to, software, text, graphics, icons, hyperlinks and designs are proprietary of or licensed to Samtrac and as such are protected from infringement by local and international legislation and treaties. Subject to the rights afforded to you herein, all other rights to all intellectual property on this site are expressly reserved.

Rules for Online Conduct

You agree to use the Sites in accordance with all applicable laws. You further agree that you will not e-mail or post any of the following content ("*Prohibited Content*") anywhere on the Site, or on any other Samtrac computing resources:

- Content that defames, harasses or threatens others;
- Content that discusses illegal activities with the intent to commit such activities, or encourages others to commit such activities;
- Content that infringes or misappropriates another's intellectual property rights, including, but not limited to, copyrights, trademarks or trade secrets;
- Content that you do not have the right to disclose under contractual confidentiality obligations or fiduciary duties;
- Material that contains obscene (i.e. pornographic) language or images;
- Advertising, promotional materials, or any form of commercial solicitation;
- Content that otherwise harms other users or visitors to the Sites;
- Content that is otherwise unlawful or that violates any applicable local, state, national or international law.

Although Samtrac does not routinely screen or monitor content posted by users to the Site, Samtrac reserves the right to remove Prohibited Content of which it becomes aware, but is under no obligation to do so.

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the Site without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

In addition, as a condition of accessing the Sites, you agree not to (a) reproduce, duplicate, copy, sell, resell or exploit any portion of the Sites other than as expressly allowed under these Terms of Use; (b) use Samtrac's or any Participating Institution's name, trademarks, server or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high-volume, automated or electronic means to access the Sites (including without limitation, robots, spiders, scripts or web-scraping tools); (d) frame the Sites, place pop-up

windows over its pages or otherwise affect the display of its page; or (e) interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.

Finally, you agree that you will not access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity while using the Sites.

User Accounts

In order to fully participate in all Site activities, you must register for a personal account on the Site (a “*User Account*”) by providing an email address and a password for your User Account. You agree that you will never divulge or share access or access information to your User Account with any third party for any reason. You also agree to that you will create, use, and access only one User Account, and that you will not access the Site using multiple User Accounts.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and location. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Sites.

Deliveries and other service levels

The delivery times for study material, library material and other auxiliary goods will be effected within 30 (thirty) days after receipt of an application, request or order, and receipt of payment in respect thereof by Samtrac, subject to seasonal peaks and/or delays at customs.

Privacy Policy

Samtrac is committed to protecting our users’ privacy. Samtrac only collects personal information when users provide such information voluntarily, e.g. when they wish to register for Courses, when they register to use the online services or when they request information and wish to receive such information via e-mail. In some cases non-personal information, such as the user’s domain and IP-address is stored on the user’s computer as a cookie-file and in a statistics file on the web sever. This information is used to improve the service offered to users. The collected personal information is stored in databases to which access is strictly controlled and only staff, who in the course of their duties need to have access to such information. No personal information about a user will be disclosed to third parties without the user’s permission or due process.

Online Course and Certifications

The Sites will, from time to time, offer online courses in a specific area of study or on a particular topic (an “*Online Course*”). Samtrac and the instructors of the Online Courses reserve the right to cancel, interrupt or reschedule any Online Course or modify its content as well as the point value or weight of any assignment, exam or other evaluation of progress. Online Courses offered are subject to the Disclaimer of Warranties / Limitation of Liabilities section

below.

For some courses, subject to your satisfactory performance in the Online Course as determined in the sole discretion of the instructors and the Participating Institutions, you may be awarded a certificate acknowledging your completion of the class ("*Certificate of Accomplishment*").

Disclaimer of Student-University Relationship

You agree and acknowledge that nothing in these Terms of Use or otherwise with respect to your access or use of any Online Course or Site (a) establishes any relationship between you and any university or other educational institution with which Samtrac may be affiliated, (b) enrolls or registers you in any university or other educational institution, or in any course offered by any university or other educational institution, or (c) entitles you to access or use the resources of any university or other educational institution beyond the Online Courses provided by the Sites.

Permission to Use Materials

All content or other materials available on the Sites or Course Material delivered to you, including but not limited to code, images, text, layouts, arrangements, displays, illustrations, audio and video clips, HTML files and other content are the property of Samtrac and/or its affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual property rights. In consideration for your agreement to the terms and conditions contained here, Samtrac grants you a personal, non-exclusive, non-transferable license to access and use the Sites. You may download material from the Sites only for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material, nor may you modify or create derivatives works of the material. The burden of determining that your use of any information, software or any other content on the Site is permissible rests with you.

User Material Submission

The Sites may provide you with the ability to upload certain information, text, or materials, including without limitation, any information, text or materials you post on the Sites' public forums or the discussion forums ("*User Content*"). With respect to User Content you submit or otherwise make available in connection with your use of the Site, you grant Samtrac and the Participating Institutions a fully transferable, worldwide, perpetual, royalty-free and non-exclusive license to use, distribute, sublicense, reproduce, modify, adapt, publicly perform and publicly display such User Content. To the extent that you provide User Content, you represent and warrant to Samtrac and the Participating Institutions that (a) you have all necessary rights, licenses and/or clearances to provide and use User Content and permit Samtrac and the Participating Institutions to use such User Content as provided above; (b) such User Content is accurate and reasonably complete; (c) as between you and Samtrac, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content and (d) such User Content does not and will not infringe or misappropriate any third party rights (including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement or misrepresentation or unfair business practice.

The Sites may also provide you with ability to upload or send information to Samtrac regarding the Sites or related

services (“*Feedback*”). By submitting the Feedback, you hereby grant Samtrac and the Participating Institutions an irrevocable license to use, disclose, reproduce, distribute, sublicense, prepare derivative works of, publicly perform and publicly display any such submission.

Links to Other Sites

The Sites may include hyperlinks to sites maintained or controlled by third parties. Neither Samtrac nor the Participating Institutions are responsible for nor do they routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at these sites.

Online Education Research

Records of your participation in Online Courses may be used for researching online education. In the interests of this research, you may be exposed to slight variations in the course materials that will not substantially alter your learning experience. All research findings will be reported at the aggregate level and will not expose your personal identity.

Fees

You are responsible for paying all fees and applicable taxes associated in a timely manner with a payment accepted by the Site. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Samtrac reserves the right to change the fees at any time in its sole discretion. Any change, update, or modification will be effective immediately upon posting on our Site.

Refund Policy

If you elect to cancel your participation in Samtrac, you will be given a course coupon valid for one year from the date that you cancelled your participation. This coupon is not transferable and will only be valid for a future offering of the exact same course. If you are found to be in violation of Samtrac’s Honor Code and academic integrity policies, you will not be issued a coupon.

Applicable Law

Sites are managed by Samtrac, located in Republic of South Africa. You agree that any dispute arising out of or relating to these Terms of Use or any content posted to a Site, including copies and replication thereof, whether based in contract, tort, statutory or other law, will be governed by the laws of the Republic of South Africa, excluding its conflicts of law provisions.

Disclaimer of Warranty / Limitation of Liabilities

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or other harmful components. Without limiting the foregoing, the Samtrac Parties do not warrant that (a) the online courses or sites will meet your requirements or expectations or achieve the intended purposes, (b) the online courses or sites will not experience outages or otherwise be uninterrupted, timely, secure or error-free, (c) the information or services obtained through or from the online courses or sites will be accurate, complete, current, error-free, completely secure or reliable, or (d) that defects in or on the online courses or sites will be corrected. None of the Samtrac Parties make any representation regarding your ability to transmit and receive information from or through the sites, and you agree and acknowledge that your ability to access the online courses and sites may be impaired. The Samtrac Parties disclaim any and all liability resulting from or related to such events or the access or use of the online courses or sites or any information or services related to them.

You acknowledge and agree that any access to or use of the online courses and sites or such information or services is at your own risk.

Except as prohibited by law, you agree that the Samtrac Parties will not be liable to you for any loss or damages arising out of or relating to these terms of use or your (or any third party's) use or inability to use an online course, site, data loss, your placement of content on a site, your reliance upon information obtained from or through an online course or site, or any other potential claims related to the online courses or sites.

Except as prohibited by law, the Samtrac Parties will not have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable, (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to these terms of use, your use or inability to use any online course or site, data loss, any purchases on this site, your placement of content on a site, or your reliance upon information obtained from or through any online course or site, whether based in contract, tort, statutory or other law, except only in the case of death or personal injury where and only to the extent that applicable law requires such liability.

You acknowledge and agree that the warranty disclaimers and the limitations of liability set forth in this terms of service reflect a reasonable and fair allocation of risk between you and the Samtrac Parties, and that these limitations are an essential basis to Samtrac's ability to make the Samtrac sites available to you on an economically feasible basis.

Indemnification

You agree to indemnify, defend and hold harmless Samtrac and the Participating Institutions, their respective subsidiaries and affiliates, and each of their respective officers, directors, agents, employees, and assignees, including the instructors of the Participating Institutions, from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of (a) your use or attempted use of the Sites or Online Course in violation of the Terms of Use; (b) your violation of any law or rights of any third party, or (c) information that you post or otherwise make available on the Sites or through the Online Course, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

Termination Rights

You agree that each of Samtrac and the Participating Institutions, in their sole discretion, may terminate your use of the Site or your participation in it thereof, for any reason or no reason and that none of the Samtrac Parties shall have any liability to you for any such action. You further acknowledge that for the purpose of any Samtrac course your sole relationship with Samtrac and the Participating Institution is as defined in these Terms of Use; for the avoidance of doubt, you do not have student status at any Participating Institution through a Samtrac course and you are not entitled to any grievance or other resolution process for student disputes at any Participating Institution. You further agree that Samtrac has the right to cancel, delay, reschedule or alter the format of any Online Course at any time, and that none of the Samtrac Parties shall have any liability to you for any such action. If you no longer desire to participate in the Site, you may terminate your participation therein upon notice to Samtrac.

Code

All students participating the Course must agree to abide by the following code of conduct:

1. I will register for only one account.
2. My answers to reports and exams will be my own work (except for assignments that explicitly permit collaboration).
3. I will not make solutions to reports or exams available to anyone else. This includes both solutions written by me, as well as any official solutions provided by the course staff.
4. I will not engage in any other activities that will dishonestly improve my results or dishonestly improve/hurt the results of others.