



2017 / 2018

Terms of Use

1. TERMS AND CONDITIONS

- 1.1. This website (the "Impaq Website"), is owned and operated by Impaq Education (Pty) Ltd or one of our affiliated companies.
- 1.2. By viewing, retrieving or using any of the information and/or material and/or functions (the "Online Services") and/or MY IMPAQ portal, found on or associated with the Impaq Website, you acknowledge that you have read and agree to be bound by, and comply with, the following terms and conditions (the "Agreement").
- 1.3. If you do not agree to this Agreement, you may not access or otherwise use the Impaq Website or the Online Services.
- 1.4. Impaq expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria, information, prices and rates quoted on the Impaq Website without prior notice and may, in its sole discretion, change the terms and conditions of using the Impaq Website at any time without prior notice.
- 1.5. Updates and/or amendments, in terms of this Agreement, do not require prior written notice. It is your responsibility to continually review this Agreement.
- 1.6. Your continued use of the Impaq Website constitutes your acceptance of any modification, changes or revisions to this Agreement.
- 1.7. Updates and/or amendments shall take effect as of the date of its posting.
- 1.8. This Agreement cannot be amended without Impaq's consent thereto.

2. USE

- 2.1. You may not interfere with the proper functioning of the Impaq Website and may not attempt to circumvent, hack or tamper with the security features of the Impaq Website or knowingly or negligently access or use the Impaq Website in a manner that abuses or disrupts the network, security system, User Identification Information or Online Services of the Impaq Website.
- 2.2. In terms of Section 86 of the Electronic Communications and Transactions Act, Act 25 of 2002, you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of the Impaq Website or to otherwise interfere with the proper functioning thereof.
- 2.3. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to the Impaq Website or attempts to gain unauthorised access to any page on the Impaq Website shall be held criminally liable, and in the event that Impaq should suffer any damage or loss, civil damages will be claimed.
- 2.4. You may not attempt to gain access to Information or Online Services through unauthorised means.
- 2.5. You may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Impaq Website.
- 2.6. Any information or data found on the Impaq Website shall not be construed as an offer to do business and shall merely be an invitation, by you, to do business which requires the acceptance of such offer by Impaq.
- 2.7. It is your responsibility to ensure that:
 - 2.7.1. The computer system you use to access the Impaq Website meets all the technical specifications necessary to be compatible with, and allow property use of, the Impaq Website.
 - 2.7.2. Adequate safeguards and virus checks are implemented on the computer system you use to access the Impaq Website to sufficiently protect the safety and reliability of data input and output relating to the Impaq Website.
- 2.8. Impaq may, at its discretion, restrict you from access to various Information or Online Services of the Impaq Website.
- 2.9. If you select, or are provided with security mechanisms relating to the Impaq security program, such as a user ID and/or student code and/or password and/or personal identification numbers ("User Identification Information"), to be used in conjunction with any Online Service and/or MY IMPAQ portal, you shall treat such Information as confidential and shall not disclose it to any third party. Impaq reserves the right to disable your User Identification Information if, in Impaq's opinion, you have failed to comply with this Agreement.
- 2.10. You shall not, while using the Impaq Website:
 - 2.10.1. Transmit or post any material that is deemed abusive, harassing, obscene, slanderous or unlawful.
 - 2.10.2. Transmit or post any unauthorised advertisement, junk mail or spam.
 - 2.10.3. Transmit or post any material that may infringe the intellectual property rights or other rights of Impaq or any third party.
 - 2.10.4. Transmit or post any material that is harmful to computer code or contains software viruses.
 - 2.10.5. Harvest, collect or gather data pertaining to other users or User Identification Information.

3. COPYRIGHT AND INTELLECTUAL PROPERTY

- 3.1. All content on the Impaq Website, including but not limited to the text, software, photographs and graphics, are protected by copyright owned by Impaq or its licensors.
- 3.2. You acknowledge that Impaq or its licensors retain all proprietary right, title and interest in and to, or received in connection with, the Impaq Website and shall include all modifications, enhancements, derivative works, configurations, translations and upgrades thereto.
- 3.3. Subject to the rights afforded to you herein, all other rights to all intellectual property on the Impaq Website are expressly reserved. Nothing in this Agreement shall give you any rights in respect of any intellectual property owned by Impaq or its licensors.
- 3.4. You may not use or in any way exploit Impaq's name, trademarks, logos or other proprietary marks or any content of the Impaq Website, in whole or in part, except as provided in this Agreement.
- 3.5. You may not download any information from the Impaq Website for commercial use or unlawful purposes.
- 3.6. You acknowledge that you do not acquire any ownership rights by downloading from the Impaq Website.

4. ELECTRONIC COMMUNICATIONS

- 4.1. When you visit the Impaq Website and during that visit complete a web form to request information or when you send an e-mail to Impaq, and do not explicitly request a non-electronic communication medium, you consent to receiving communications from Impaq electronically and agree that all agreements, notices, disclosures and other communications sent by Impaq satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".
- 4.2. Any electronic communication or material you transmit to Impaq, including but not limited to any questions, comments, suggestions or the like, will be treated as non-confidential unless the contrary is expressly agreed in writing.
- 4.3. Any electronic communication by Impaq, intended solely for the use of an intended recipient, shall be regarded as confidential.
- 4.4. The views expressed in any electronic communications transmitted by Impaq are those of the individual sender, unless the context clearly provides otherwise.
- 4.5. No data message shall be deemed to have been received by Impaq until the complete data message enters the Impaq electronic mail server and is capable of being retrieved and processed by the addressee.

5. WARRANTIES

- 5.1. While Impaq endeavours to ensure that the Information and/or Online Services are accurate, secret and complete, Impaq DOES NOT:
 - 5.1.1. Warrant or guarantee the accuracy, reliability or completeness of the Information published on the Impaq Website.
 - 5.1.2. Warrant or guarantee that the Impaq Website shall operate timely, continuously, without interruptions or be error-free.
 - 5.1.3. Warrant or guarantee that the Information and/or Online Services are free of infection, virus or other code that has contamination or destructive properties.
- 5.2. Impaq shall not disclose any User Identification Information to third parties without obtaining your prior consent. However, Impaq shall not be prohibited from making such information available within its group of companies or to its marketing agents for marketing purposes.

6. MY IMPAQ PORTAL (part 1)

- 6.1. Impaq provides a secure online portal known as MY IMPAQ, which enables you to access and manage your account with Impaq. You may only have 1 (one) MY IMPAQ account which shall be linked to 1 (one) MY IMPAQ portal.
- 6.2. Your use of the MY IMPAQ service is subject to your creation, and Impaq's approval, of the account.
- 6.3. All information provided by you or on your behalf must be current, complete and accurate; and you are responsible for keeping such information updated.
- 6.4. The turnaround time for applications and registration to MY IMPAQ are not guaranteed.
- 6.5. The MY IMPAQ portal is accessed using your personal User Identification Information provided by Impaq or selected by you. It is your responsibility to ensure that you maintain the confidentiality of your User Identification Information.
- 6.6. You agree to immediately notify Impaq of any unauthorised use of your MY IMPAQ portal. Unauthorised use may be reported [here].
- 6.7. Impaq reserves the right to restrict or limit your access to the Impaq Website as well as the right to review your account to confirm compliance with this Agreement, and to terminate or suspend your access due to misuse.
- 6.8. Impaq shall be entitled to monitor your use of the Online Services and may view, access or modify your MY IMPAQ account for the purpose of providing (i) the Online Services, (ii) as directed or instructed by you, and/or (iii) for compliance with Impaq policies, applicable law, regulation, or governmental request.
- 6.9. Impaq only collects personal information when you provide such information voluntarily. The collected personal information is stored in databases to which access is strictly controlled and is made available only to staff who need to have access to such information in the course of their duties.

6. MY IMPAQ PORTAL (part 2)

- 6.10. No personal information about a user will be disclosed to third parties without the user's permission or due process.
- 6.11. By using this Impaq Website Site, you consent to the following:
- 6.11.1. Impaq may use your personal information to communicate with the user from time to time.
 - 6.11.2. Impaq may use your information for non-personal statistical purposes.
 - 6.11.3. You may view your own personal and other study-related information through your MY IMPAQ portal.
- 6.12. You are solely responsible for (i) the configuration of your MY IMPAQ portal, (ii) the operation, performance and security of your computer system, network and other computing resources used to connect to the Impaq Website, (iii) ensuring you exit or log off from the Impaq Website, the Online Services as well as your MY IMPAQ portal at the end of each session, (iv) maintaining the confidentiality of your User Identification Information.
- 6.13. Impaq reserves the right to suspend or terminate this Agreement if you share any User Identification Information among any other person. You will notify Impaq immediately of any unauthorised use of its MY IMPAQ portals or any other breach of security.
- 6.14. Impaq will not be liable for any loss that you may incur as a result of a third party using your password or account, and you may be held liable for any such losses incurred by Impaq and/or another party.

7. PRODUCTS AND FEES

- 7.1. All products offered by Impaq as well as the relevant fees, levies and costs relating to such products are stipulated on the Impaq Products page, which can be viewed [\[here\]](#).
- 7.2. The Impaq products page forms part of the Impaq Website and may be amended in terms of clause 1.3 read with clause 1.4 to clause 1.8.
- 7.3. Import duties may be payable by recipients of goods in foreign countries. Impaq does not have knowledge of such levies and therefore does not provide information pertaining thereto.
- 7.4. All products, offered by Impaq, may be ordered and purchased using the MY IMPAQ portal.
- 7.5. All orders placed on the MY IMPAQ portal, for Impaq Products, are subject to acceptance by Impaq, in its sole and absolute discretion.
- 7.6. All Impaq Products ordered on the Impaq Website are subject to automated processing.
- 7.7. All products purchased from the Impaq Website, including study material, are made pursuant to agreements with shipping, delivery or transmission agents and risk of loss pass from Impaq to such agents upon delivery of any item to such carrier.
- 7.8. Neither Impaq nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on the Impaq Website.
- 7.9. All monetary aspects, such as but not limited to, the fees; collection costs; payment terms and invoicing terms shall be stipulated in the Product agreement, entered into when purchasing any Product on the Impaq Website.

8. PAYMENTS

- 8.1. Only requests for credit card payments are accepted via the Impaq Website. These requests are processed offline at a later stage.
- 8.2. Various other offline payment options, such as direct bank deposits and cheque payments, are available to you.
- 8.3. Impaq reserves the right, in its discretion, to (i) suspend or terminate the your Online Services of MY IMPAQ account or any portion thereof for non-payment of Fees, and (ii) impose a penalty fee to restore your MY IMPAQ account which has been suspended due to it being in arrears.

9. LIABILITY

- 9.1. Impaq shall not be liable to you or to any other person for any indirect, consequential or incidental loss or other damages, whether direct or indirect, arising out of or relating to: (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, (v) costs of recovery or any other damages, however caused.
- 9.2. The material found on the Impaq Website is intended for general information purposes only and is not intended to serve as educational or other advice.
- 9.3. To the maximum extent possible under the applicable law, Impaq disclaims liability for any claim, loss, injury or damage arising out of or in connection with the use of the Information and/or Online Services and/or MY IMPAQ portal available from or through the Impaq Website.
- 9.4. There may be security, transmission or other risks associated with the use of the Online Services and you expressly agree to assume any and all such risks.
- 9.5. Commentary and/or other material posted on the Impaq Website by third parties are not the opinions or actions of Impaq and should be construed as such.
- 9.6. Where the Impaq Website provides hyperlinks to external third party websites, such hyperlink does express or imply Impaq's endorsement of the material on such website or any association with its operators. Impaq disclaims any responsibility for the materials contained in such linked websites.
- 9.7. Information, ideas and opinions expressed on this Impaq Website should not be regarded as professional advice or the official opinion of Impaq unless the contrary is expressly indicated.
- 9.8. Impaq does not screen the content found on the Impaq Website and does not accept any liability for illegal, defamatory or obscene content.

10. TERMINATION

- 10.1. This agreement shall commence when the user starts using the Impaq websites and continues indefinitely until terminated by Impaq.
- 10.2. The rights granted to you under this Agreement shall terminate immediately upon your breach of any of the provisions of the Agreement.
- 10.3. Upon termination of the Agreement for any reason, you will immediately discontinue all access and use of the Impaq Website. Impaq has no obligation to maintain your User Identification Information and/or your MY IMPAQ portal following termination and, in any event, will destroy or delete your User Identification Information and/or MY IMPAQ account within 30 (thirty) days of termination.

11. ENFORCEABILITY

- 11.1. The provisions of this Agreement shall be individually severable. Should any provisions be found by a court, of competent jurisdiction, to be invalid or unenforceable for any reason the remaining provisions shall remain binding and of full force and effect.
- 11.2. Any failure by Impaq to exercise or enforce any right or provision of the Agreement shall in no way constitute a waiver of such right or provision.

12. GOVERNING LAWS

- 12.1. The Impaq Website is hosted, controlled and operated from the Republic of South Africa, therefore the provisions of this Agreement shall be solely and exclusively governed by, and interpreted in accordance with, the law of the Republic of South Africa.
- 12.2. For the purpose of jurisdiction, you acknowledge and agree that this Agreement is concluded at Impaq's head office in Centurion, Gauteng.
- 12.3. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this Agreement, the Republic of South African law will apply and the appropriate courts of the Republic of South Africa will have jurisdiction.

13. COOKIES

- 13.1. By using the Online Services or Impaq Websites, you agree to the use of cookies which Impaq uses to facilitate use of the Online Services or Impaq Websites. Impaq does not store passwords or any personal information of the user in the cookies, and Impaq does not sell, trade or rent any of your personal information to unaffiliated third parties.

14. ASSIGNMENT

- 14.1. You may not assign your rights or delegate your duties under this Agreement either in whole or in part without Impaq's prior written consent. Any attempted assignment without such consent shall be void.

15. GENERAL TERMS

- 15.1. Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.
- 15.2. No party will be responsible for any delay, interruption or other failure to perform under this Agreement due to vis major events and acts beyond a party's reasonable control, but only for so long as such conditions persist. Vis major events may include: natural disasters; wars; terrorist activities, activities of local exchange carriers, telephone carriers, wireless carriers and Internet service providers; labour disputes; and acts of government.

16. DOMICILIUM AND INFORMATION DISCLOSURE

- 16.1. Impaq chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 116 Witch-Hazel Avenue, Highveld Technopark, Centurion 0157.
- 16.2. The following information is disclosed in terms of Section 43 of the Electronic Communications And Transactions Act, Act 25 of 2002:

Name:	Impaq Education (Pty) Ltd
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