

# Mentornet Online Terms and Conditions

Effective Date: 31 January 2014

THIS IS A CONTRACT WITH MENTORNET (PTY) LTD. PLEASE READ IT CAREFULLY BEFORE ACCESSING THE MENTORNET ONLINE WEBSITE. BY ACCESSING THE MENTORNET ONLINE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOU ALSO AGREE TO RETURN TO THIS AGREEMENT FROM TIME TO TIME TO ENSURE THAT YOU ARE AWARE OF CHANGES THAT HAVE BEEN MADE TO THE AGREEMENT. MENTORNET ONLINE RESERVES THE RIGHT TO MAKE CHANGES AT ANY TIME.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS THE MENTORNET ONLINE WEBSITE OR ANY OF ITS CONTENTS.

## 1. Contact Information

### 1.1 Address

Mentornet (Pty) Ltd  
308 Piet Hugo Street  
Wierdapark  
Gauteng  
South Africa  
0157

### 1.2 Customer Service

Email: [contact@mentornetonline.co.za](mailto:contact@mentornetonline.co.za)  
Telephone: +27 12 653 2119  
Website: <http://www.mentornetonline.co.za/contact>

## 2. Definitions

2.1 "Access" or "Accessing" means accessing, using, viewing the content or otherwise obtaining information on the Site.

2.2 "Agreement" or "Terms" refers to these Terms and Conditions of Use and any subsequent modifications.

2.3 "Facilitator" means a facilitator that has completed required course(s) accredited with ETDP SETA or equivalent.

2.4 "Mentornet Online" refers to the Online learning department of Mentornet (Pty) Ltd.

2.5 "Enrolled Learner" means a pupil that is enrolled for at least one course with Mentornet Online and that the course registration fees have been paid in full.

2.6 "User" refers to any party who Accesses the Mentornet Online website. If you are Accessing the Site on behalf of someone else, "User" refers to you and the owner of the account.

2.7 “Website” or “Site” refers to the website maintained on the World Wide Web by Mentornet Online, available at <http://www.MentornetOnline.co.za>.

2.8 “You” or “Your” refers to the User. If you are Accessing the Site on behalf of someone else, “User” refers to you and the owner of the account.

2.9 “Course Materials” refers to all of the documents and other materials required to complete a course Online excluding final assessment material.

2.10 “Registration Fee” refers to the initial 10% of the course price that a Learner needs to pay in order to register for a course and to gain access to the course materials.

2.11 “Certification Fee” refers to the final 90% of the course price that is payable before the learner can gain access to the final assessment(s) which will be assessed. If the learner is found competent he/she will be awarded a certificate which is included in the course fee.

### **3. Modification of Terms**

3.1 Mentornet Online reserves the right to modify these Terms and Conditions at any time. Any change to these Terms and Conditions is effective immediately after Mentornet Online gives notice to the User. Notice can be given through e-mail, a posting on the Site or any other means by which a User may obtain notice. User agrees to check the Site from time to time for changes to these Terms and Conditions. Any use of the Site after changes have been made shall be deemed acceptance of those changed Terms and Conditions.

### **4. Limited License**

4.1 Mentornet Online hereby grants each Enrolled Learner a limited, non-exclusive, non-sublicensable and non-transferable license to Access the content and information available on the Mentornet Online website according to the provisions contained herein, and subject to the payment of the applicable fees and adherence to these Terms and Conditions.

4.2 Only one User (the Enrolled Learner) is allowed to Access the course content that he/she has enrolled for. Allowing anyone else to Access your account is a serious breach of these Terms and Conditions. Each Enrolled Learner shall be authorized to Access the Mentornet Online website from any Internet connection.

### **5. Fees, Payments and Refund Policies**

5.1 Mentornet Online quotes prices and issues invoices in South African Rands (ZAR) only. The client must pay in the currency shown on the invoice. Currency conversion charges from any other currency to that of the invoice is the responsibility of the client.

#### **5.2 Mentornet Online only accepts the following payment methods:**

5.2.1 Online Credit Card payments (via PayFast)

5.2.2 Instant EFT (via PayFast)

5.2.3 MiMoney (via PayFast)

5.2.4 Ukash (via PayFast)

5.2.5 PayFast Voucher

5.2.6 Manual EFT

5.2.7 Direct Bank Deposit

5.2.8 Mentornet Online Voucher

5.3 Course fees include the licensing of training materials for a limited period of time. Each license is valid for one person only and cannot be exchanged or shared.

5.4 Mentornet Online reserves the right to review and change prices and payment structures at any time.

## **5.5 Registration fees**

5.5.1 The registration fee is calculated as 10% of the full course fee. This initial fee is payable immediately. The learner will only gain access to and be enrolled for the course in question after the payment has been received and processed.

5.5.2 The learner is not obligated to pay the remaining 90% of the course fee if they choose to not complete the course at any time. This gives learners the opportunity to “try” the course before they fully commit to it. However; if a learner decides not to pay the remaining 90% he/she will not gain access to the final assessment(s) and thus not be able to receive any final results or a certificate. A learner still has the right to pay the remaining 90% at a later time as long as it is not more than three years from the enrolment date in order to complete the course.

5.5.3 The Registration Fee is non-refundable.

## **5.6 Certification fees**

5.6.1 The certification fee is calculated as the remaining 90% of the full course fee. This fee is payable at any time before the final assessment. The learner will only gain access to the final assessment(s) of the course in question after the payment has been received and processed.

5.6.2 The learner will automatically void their eligibility to complete the course if the Certification Fee is not received within three years from the enrolment date. Such a learner will have to pay the Registration Fee again if he/she wants to complete the course at a later time.

5.6.3 The Certification Fee is non-refundable.

## **6. Vouchers**

6.1 Vouchers can only be claimed on the Mentornet Online website when completing a payment.

6.2 Vouchers cannot be exchanged for money and have no value other than stated on the voucher.

6.3 A new voucher will be generated if a User only uses a part of the voucher value with the remaining value. The new voucher code will be displayed on screen and e-mailed to the registered e-mail address for the User that claimed it on the Mentornet Online system.

6.4 A User can only use the same voucher code once.

6.5 Vouchers cannot be combined and only one voucher can be used for one payment.

## **7. Access to the courses**

7.1 Mentornet Online strives to provide the course content to its Learners on a continuous basis. To that end, Mentornet Online will take all commercially reasonable efforts to provide uninterrupted Access of the courses to its Learners. However, from time to time, Learners may be unable to Access the courses due to conditions beyond Good Mentornet Online's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the courses to its Learners, Mentornet Online will take all commercially reasonable steps to ensure Access is restored within a reasonable period of time. The term "commercially reasonable", as used in these Terms and Conditions, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.

7.2 Mentornet Online endeavours to provide the highest quality content to its Learners. To that end, Mentornet Online reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Website in whole or in part, including, without limitation, the content, availability, Access and/or the Terms and Conditions of this Website. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Website.

7.3 Mentornet Online advises that learners have at least the following in place in order to access the Website:

7.3.1 A computer that can run an internet browser and open PDF files, faster computers will make the process easier and faster.

7.3.2 Access to broadband internet connection, slower connections may make loading of the Website very slow.

7.3.3 Intermediate computer literacy in order to use the Website.

7.3.4 A modern browser, some old browsers may not support some of the functionality.

## **8. Learner Responsibilities**

8.1 Learners are required to take responsibility of their own learning and to be actively involved in the process.

8.2 Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Website.

## **9. Facilitator Responsibilities**

9.1 Online Facilitators are responsible for managing and monitoring Online participation in their courses. If an Online course Facilitator is experiencing a problem with a student's participation or performance, it is the responsibility of the Facilitator to contact the Learner, and in some cases, the Mentornet Online management as soon as possible.

9.2 Each learner will be assigned a dedicated Facilitator upon enrolment; both the Learner and Facilitator will be notified instantly when the registration process and fees have been processed. Facilitators are expected to introduce themselves and assure the Learner that they are available to assist within 24 hours of this notification.

9.3 Facilitators are expected to participate in their Online courses as fully as they would a contact course. At a minimum, Facilitators should log-in to check messages, assessments and student participation at least once a day. Facilitators are expected to respond in a timely manner to student communications that are made either on the Mentornet Online website or through electronic mail. Facilitators are expected to respond to Learners within 24 hours, although we encourage Facilitators to respond even quicker. In general, there will be no substitute facilitators. In cases of an extended illness or other emergency that prevents the facilitator from continuing to participate in the course, the facilitator must immediately contact Mentornet Online management. A new Facilitator will be assigned as soon as possible and the learners will be notified by a post on the Website or by e-mail.

9.4 Mentornet Online collects data on the interaction between Facilitators and Learners to ensure that the learning that takes place is effective and to ensure that the Learners receive the attention and assistance that they require.

## **10. Prohibited Conduct**

**10.1 User expressly agrees to refrain from doing, either personally or through an agent, any of the following "Prohibited Conduct":**

10.1.1 Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects Mentornet Online's computers, servers or databases.

10.1.2 Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms and Conditions.

10.1.3 Permit or provide others Access to the the Mentornet Online website using Your user name and password or the name and password of another authorized User.

10.1.4 Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Mentornet Online website.

10.1.5 Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Mentornet Online website.

10.1.6 Transfer the Site content to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology to the Site content; or “deep link” to the Mentornet Online website content.

10.1.7 Violate or attempt to violate Mentornet Online website security mechanisms, Access any data or server You are not authorized to Access or otherwise breach the security of the Website or corrupt the Website in any way.

10.1.8 Engage in any other conduct which violates the Copyright Act or any other laws.

10.1.9 Use any device (such as a “web crawler” or other automatic retrieval mechanism) or other means to harvest information about other Users or the Mentornet Online website.

10.1.10 Use the Mentornet Online website to violate a third party’s intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party’s intellectual property rights.

10.1.11 Misrepresent Your identity or personal information when Accessing the Mentornet Online website; forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by the Mentornet Online website.

10.1.12 Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Mentornet Online website; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.

10.1.12 Advertise or otherwise solicit funds, goods or services on the Mentornet Online website.

10.1.13 Provide any commercial hosting service with Access to the Mentornet Online website and/or the content on the Mentornet Online website.

10.2 To ensure that Users of the Mentornet Online website do not engage in Prohibited Conduct, Mentornet Online reserves the right to monitor use of the Website and reserves the right to revoke or deny Access to the Mentornet Online website to any person or entity whose use of the Mentornet Online website suggests Prohibited Conduct. Access of the materials available at the Mentornet Online website beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of the Mentornet Online website and will result in revocation or denial of Access to the Mentornet Online website. The terms “normal patterns” and “abuse” shall be determined solely by Mentornet (Pty) Ltd.

10.3 You agree not to violate any South African, foreign or international software or technology export laws and regulations.

## **11. LIMITED WARRANTIES**

11.1 Mentornet Online warrants that the software that allows Users to Access the Mentornet Online website, if operated as directed, will largely achieve the functionality described on the Website. Mentornet Online provides no warranty that your hardware, software, telecommunications equipment and/or internet service is compatible or sufficient to access the website.

11.2 Mentornet Online also warrants that the media containing the Software, if provided by Mentornet Online, is free from defects in material on the date the User acquired the Software. Mentornet Online's sole liability for any breach of this warranty shall be, in its sole and absolute discretion: (a) to replace the defective media or software; (b) to advise the user how to achieve substantially the same functionality with the software as described; or (c) if the above remedies are impracticable, to refund the registration and/or certification fees paid for access to the Mentornet Online website. The user must inform Mentornet Online of any problem with the software within thirty (30) calendar days of discovering the problem or Mentornet Online will not be obligated to honor this warranty. Mentornet Online will use commercially reasonable efforts to repair, replace, or refund the software pursuant to the foregoing warranty within thirty (30) calendar days of being so notified. If any modifications are made to the software by the user during the warranty period; if the medium or software is subjected to accident, abuse, or improper use; or if the user violates the terms and conditions of this agreement, then this warranty shall immediately terminate. This warranty shall not apply if the software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the software was designed to be used as described.

11.3 Although Mentornet Online has attempted to provide accurate information on the site, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

## **12. DISCLAIMERS AND LIMITATION OF LIABILITY.**

12.1 user accesses the Mentornet Online website at his/her own risk. The site is provided on an "as is, as available" basis without warranty of any kind (beyond the warranties set forth in section 10), expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Mentornet Online does not warrant any particular result from use of the software or website. Mentornet Online does not warrant that the information on the website is accurate, complete or complies with any particular law or regulation, or that the operation of and your access to the website will be uninterrupted, error-free, virus-free or completely secure. Under no circumstances and under no legal theory (tort, contract or otherwise) shall Mentornet Online or any of its affiliates, agents, employees, shareholders, directors, officers, third party content providers, successors or assigns be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial damages or losses. Your use of this website is at your sole risk and any content that you download is downloaded at your own discretion and risk, and you are solely responsible for any damage to your computer system in excess of the amount Mentornet Online received from the learner for access to the Mentornet Online website, and for any loss of data that results from the downloading of any such content,

including any damages resulting from computer viruses. In no event will Mentornet Online be liable for any damages in excess of the amount Mentornet Online received from the learner for access to the Mentornet Online website, even if Mentornet Online shall have been informed of the possibility of such damages, or for any claim by any other party. In no event will warranties provided by law, if any, apply unless they are required to apply by statute notwithstanding their exclusion by contract. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of Mentornet Online, computer virus or other similar item, telecommunications errors, or unauthorized access to or use of user information through theft or any other means. Mentornet Online is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect this website.

12.2 no dealer, agent, or employee of Mentornet Online is authorized to make any modifications, extension, or additions to these limited warranties or disclaimers.

12.3 Mentornet Online disclaims all warranties, and shall have no liability for damages in excess of the amount Mentornet Online received from the learner, arising from or related to any support services for your use of the website.

12.4 the laws of your jurisdiction may prohibit or modify the foregoing disclaimers and limitations on damages, and such disclaimers or limitations on damages may not apply to you.

### **13. Third Party Content; Hyperlinks.**

13.1 You acknowledge that Mentornet Online does not pre-screen third party materials. Mentornet Online is not the publisher or author of any information on the Site that is provided by third party content providers, and Mentornet Online is not liable for any claims related to such information. Content provided by third parties is for informational purposes only, and Mentornet Online's use of the content constitutes neither an endorsement nor a recommendation by Mentornet Online of the content. Mentornet Online assumes no responsibility for third party products or services.

13.2 Mentornet Online makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on this site that allows users to access information found on another site. Additionally, Mentornet Online does not warrant the existence or functionality of any website which can be accessed through a link located on this site.

### **14. Copyrights, Trademarks and Other Proprietary Rights.**

14.1 Mentornet Online or its third party content providers shall retain all worldwide rights in the intellectual property in and on the Website, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the Website, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume that everything You read or see on the Website is copyrighted, trademarked, or otherwise protected and owned or licensed by Mentornet Online. Except as expressly stated on the website or in these Terms and Conditions, nothing that You read or see on the Mentornet Online website may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of Mentornet

Online, except as provided in these Terms and Conditions. Nothing in these Terms and Conditions grants You an express or implied license to use any of Mentornet Online's intellectual property.

## **15. Indemnification.**

15.1 User agrees to defend, indemnify and otherwise hold harmless Mentornet Online and its officers, directors, agents, employees, shareholders, successors and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from User's Prohibited Conduct or other improper or illegal use of the Website, or breach of these Terms and Conditions.

## **16. Security; Authorized Use.**

16.1 Users are prohibited from violating or attempting to violate the security of the Website. Mentornet Online has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. Mentornet Online may suspend Your Access while it conducts an investigation. Users are required to enter a user name and password to Access the Mentornet Online website. To protect against unauthorized Access to Your account, it is recommended that You close the browser when You have finished using the Website. You are responsible for maintaining the secrecy of Your user name and password.

16.2 You represent and warrant that You are the person on whose behalf You claim to accept these Terms and Conditions, or, if You are entering into these Terms and Conditions on behalf of a person or entity, You represent and warrant that You have the power and authority to enter into these Terms and Conditions and bind the person or entity. You also represent and warrant that You are an adult who is legally able to enter into these Terms and Conditions.

16.3 You may not use the account, user name or password of someone else at any time. You agree to notify Mentornet Online immediately of any unauthorized use or loss of Your account, user name, password or any other information. You also agree to notify Mentornet Online immediately if You are aware of or suspect other unauthorized use of the Website and/or the Website content. Mentornet Online will not be liable for any loss that You incur as a result of someone else using Your user name and password with or without Your knowledge. You may be held liable for any losses incurred by Mentornet Online, its affiliates, officers, directors, employees, consultants, agents or representatives due to someone else's use of Your account, user name or password.

16.4 Mentornet Online will never ask You for Your password. If You need a new user name and/or password, Mentornet Online will generate a new user name and password automatically through its computers and send it to Your e-mail or postal address.

## **17. Termination of Agreement.**

17.1 In addition to Mentornet Online's other rights, it may terminate this Agreement at any time and at its sole and absolute discretion. Mentornet Online may also terminate Access to the Mentornet Online website or cancel enrollments to the Mentornet Online website without notice if it believes, in its sole judgment, that You have breached or may breach any term or condition of this Agreement, or engaged in conduct that Mentornet Online deems inappropriate.

17.2 In the event of termination of this Agreement, the provisions in this Section and the provisions found in Sections 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 shall survive in perpetuity. Each Subscriber's obligation to pay outstanding subscription fees shall survive any termination of this Agreement.

## **18. Privacy Policy.**

18.1 Mentornet Online values Your trust. In order to honor that trust, all of Mentornet Online's employees are required to adhere to ethical standards in gathering, using, and safeguarding any information You provide. For more information, please review Mentornet Online's Privacy Policy, the terms of which are incorporated into this Agreement as if set forth in full.

## **19. Miscellaneous.**

19.1 These Terms constitute the entire agreement between Mentornet Online and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Mentornet Online and User dealing with the subject matter hereof is superseded. These Terms may only be modified or amended in writing. If any portion of these Terms is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. Upon User's breach or threatened breach of these Terms, Mentornet Online may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. lynda.com's remedies are cumulative and not exclusive. Failure of Mentornet Online to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. By Accessing the Website, User signs for and accepts this shortening of the statutes of limitations. Mentornet Online makes no representation that the content of the Website is appropriate or available for use in all locations. Mentornet Online operates this Website from South Africa and makes no representation that the Website complies with any foreign or international laws. You agree to comply with all applicable local laws, including any international laws, in using this Website. You may not assign Your rights or delegate Your duties under these Terms and Conditions. The parties agree that no third party is an intended beneficiary of these Terms and Conditions. Mentornet Online cannot provide notifications via post, only e-mail.

**EFFECTIVE DATE: 31 January 2014**