



## **Virtual School of Africa (Pty) Ltd.**

### Section A

#### **Terms and Conditions**

1. Please read these Terms and Conditions ("T&Cs") and Code of Conduct ("CoC") prior to registering for an account on Virtual School of Africa (Pty) Ltd or using any portion of the Virtual School of Africa (Pty) Ltd website or mobile applications (collectively, the "Virtual School of Africa (Pty) Ltd Site," which consists of all content and pages located within the Virtual School of Africa (Pty) Ltd web domain and all Virtual School of Africa (Pty) Ltd mobile applications), including accessing any course material, chat rooms, or other electronic services.
2. These T&Cs and the CoC that follows are agreements (the "Agreements") between you and Virtual School of Africa (Pty) Ltd. By using the Virtual School of Africa (Pty) Ltd Site, you accept and agree to be legally bound by the Agreements, whether or not you are a registered user. Please read the Privacy Policy for the Virtual School of Africa (Pty) Ltd Site before you use any portion of the Virtual School of Africa (Pty) Ltd Site. The Privacy Policy describes how your personal data is collected and processed when you use the Virtual School of Africa (Pty) Ltd Site. If you do not understand or do not wish to be bound by the terms of the Agreements or Privacy Policy, you should not use the Virtual School of Africa (Pty) Ltd Site.
3. Virtual School of Africa (Pty) Ltd reserves the right to modify these T&CS at any time without advance notice. Any changes to these T&CS will be effective immediately upon posting on this page, with an updated effective date. By accessing the Virtual School of Africa (Pty) Ltd Site after any changes have been made, you signify your agreement on a prospective basis to the modified T&CS and all of the changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these T&CS.
4. Any version of these T&CS in a language other than English is provided for convenience and you understand and agree that the English language version will control if there is any conflict.
5. You agree that you are responsible for your own use of the Virtual School of Africa (Pty) Ltd Site and for your User Postings. "User Postings" means all content submitted, posted, published, or distributed on the Virtual School of Africa (Pty) Ltd Site by you or other users of the Virtual School of Africa (Pty) Ltd Site, including but not limited to all forum posts, wiki edits, notes, questions, comments, videos, and file uploads. You agree that you will use the Virtual School of Africa (Pty) Ltd Site in compliance with



these Agreements, and all applicable local, national and international laws, rules and regulations, including copyright laws, and any laws regarding the transmission of technical data exported from your country of residence.

6. As a condition of your use of the Virtual School of Africa (Pty) Ltd Site, you will not use the Virtual School of Africa (Pty) Ltd Site in any manner intended to damage, disable, overburden, or impair any Virtual School of Africa (Pty) Ltd server or the network(s) connected to any Virtual School of Africa (Pty) Ltd server or to interfere with any other party's use and enjoyment of the Virtual School of Africa (Pty) Ltd Site. You may not attempt to gain unauthorized access to the Virtual School of Africa (Pty) Ltd Site, other accounts, computer systems, or networks connected to any Virtual School of Africa (Pty) Ltd server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information stored on the Virtual School of Africa (Pty) Ltd Site, its servers, or associated computers through any means not intentionally made available through the Virtual School of Africa (Pty) Ltd Site. If you are a registered user, you will not share your password or let anyone else access or compromise your account.
7. Furthermore, you agree not to scrape, or otherwise download in bulk, any Virtual School of Africa (Pty) Ltd Site content, including but not limited to a list or directory of users on the system, User Postings or user information, online textbooks, course materials, or trademarks and logos. You agree not to misrepresent or attempt to misrepresent your identity while using the Virtual School of Africa (Pty) Ltd Site.

#### 8. **Strictly Prohibited Items**

**The following items are strictly prohibited on the Virtual School of Africa (Pty) Ltd site**

- Content that defames, harasses or threatens others;
- Content that discusses illegal activities with the intent to commit them;
- Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
- Profane, pornographic, obscene, indecent or unlawful content;
- Advertising or any form of commercial solicitation;
- Content related to partisan political activities;
- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property; and
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others (this list, collectively, "Strictly Prohibited Items").
- You may not submit, post, publish, share, or otherwise distribute any of the above Strictly Prohibited Items on or via the Virtual School of Africa (Pty) Ltd Site.



**a. User Accounts**

In order to create a user account, you must provide your full name, an email address, a contact number, a public username, and a user password. You agree that you will never divulge or share access or access information for your user account with any third party for any reason. In setting up your user account, you may be prompted to enter additional optional information (e.g., your year of birth). You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current.

We care about the confidentiality and security of your personal information. Please see the Privacy Policy for more information about the collection and use of data on the Virtual School of Africa (Pty) Ltd Site.

**b. Your Right to use Content on the Virtual School of Africa (Pty) Ltd Site**

Unless indicated as being in the public domain, the content on the Virtual School of Africa (Pty) Ltd Site is protected by South Africa and foreign copyright laws. Unless otherwise expressly stated on the Virtual School of Africa (Pty) Ltd Site, the texts, exams, video, images, and other instructional materials provided with the courses and programs offered on the Virtual School of Africa (Pty) Ltd Site are for your personal use in connection with those courses and programs only. Certain reference documents, digital textbooks, articles, and other information on the Virtual School of Africa (Pty) Ltd Site are used with the permission of third parties, and use of that information is subject to certain rules and conditions, which will be posted along with the information. By using the Virtual School of Africa (Pty) Ltd Site, you agree to abide by all such rules and conditions. You agree to retain all copyright and other notices on any content you obtain from the Virtual School of Africa (Pty) Ltd Site. All rights in the Virtual School of Africa (Pty) Ltd Site and its content, if not expressly granted, are reserved.

**c. User Postings**

**i. User Postings Representations and Warranties**

By submitting or distributing your User Postings, you affirm, represent, and warrant (1) that you have the necessary rights, licenses, consents, and/or permissions to reproduce and publish the User Postings and to authorize Virtual School of Africa (Pty) Ltd and its users to reproduce, modify, publish, and otherwise use and distribute your User Postings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Postings nor the exercise of the licenses granted below will infringe or violate the rights of any



third party. You, and not Virtual School of Africa (Pty) Ltd, are solely responsible for your User Postings and the consequences of posting or publishing them.

ii. License Grant to Virtual School of Africa (Pty) Ltd.

By submitting or distributing your User Postings, you hereby grant to Virtual School of Africa (Pty) Ltd a worldwide, non-exclusive, transferable, assignable, sub licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, redistribute, relicense, and otherwise use, make available, and exploit your User Postings, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

**d. Certificates and other Products & Services**

The Virtual School of Africa (Pty) Ltd and the other institutions providing courses and programs on the Virtual School of Africa (Pty) Ltd Site may offer services and products for a fee. For anything that you choose to purchase on the Virtual School of Africa (Pty) Ltd Site, you agree to pay all applicable fees when due. As described in the Privacy Policy, the processing of your payment information is done by a third-party payment vendor, and you will be routed to a secure payment flow controlled by that vendor to complete the payment transaction. Once your payment transaction is completed, you will receive a confirmation email with your name, order number, and the payment amount. Please retain this email for your records as this information will be required if you seek a refund from Virtual School of Africa (Pty) Ltd, as described below.

i. Certificates

The Virtual School of Africa (Pty) Ltd and other institutions may offer Certificates of Achievement for courses or certificates for programs for learners who, have satisfactorily demonstrated mastery of the course or program material. Certificates will be issued by Virtual School of Africa (Pty) Ltd under the name of the underlying institution from where the course or program originated. The decision whether a certificate will be awarded to a given learner will be solely within the discretion of the awarding institutions. In order to authenticate your identity for a Certificate, you will be prompted to provide a certified ID copy.



ii. Refunds

Certificates and other purchases on the Virtual School of Africa (Pty) Ltd Site may be eligible for a refund for a period of time (in each case, the "Refund Period"). The applicable Refund Period for some products and services are described below. To receive a refund during the Refund Period, simply unenroll from the course and the refund will be processed automatically. Refunds will be credited to the payment account used for the purchase and may take up to **7 days** to process. If the applicable Refund Period for a purchase has passed, but you believe a refund is warranted, please submit an email via the Contact us form.

iii. Course Refund period

To receive a refund with respect to your enrolment in the of a course, you have a period of **7 days** after your payment, during which you may withdraw or unenroll from the course by clicking on the de-register link on the learner dashboard.

iv. Schooling program Refund period

To receive a refund with respect to your enrolment, you have a period of **7 days** after your payment or **7 days** after the course starts whichever occurs earlier to de-register from the course by clicking on the de-register link on the learner dashboard.

v. No Other Enrolment

Solely as a result of enrolling in or completing a course or program: (1) you will not be an applicant for admission to, or enrolled in, any degree or other credit. You will not be entitled to use any of the resources beyond the online courses or programs provided on the Virtual School of Africa (Pty) Ltd Site.

**e. Trademarks**

**The use of Virtual School of Africa (Pty) Ltd.**

The "Virtual School of Africa (Pty) Ltd," names, logos and seals are trademarks ("Trademarks") of the respective entities. You may not use any of these Trademarks, or any variations thereof, without the owner's prior written



consent. You may not use any of these Trademarks, or any variations thereof, for promotional purposes, or in any way that deliberately or inadvertently claims, suggests or, in the owner's sole judgment, gives the appearance or impression of a relationship with or endorsement by the owner.

All Trademarks not owned by Virtual School of Africa (Pty) Ltd or through the services made available on or through the Virtual School of Africa (Pty) Ltd Site, if any, are the property of their respective owners.

Nothing contained on the Virtual School of Africa (Pty) Ltd Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Virtual School of Africa (Pty) Ltd Site without the written permission of the owner of the applicable Trademark.

**f. Digital Millennium Copyright Act**

Copyright owners who believe their material has been infringed on the Virtual School of Africa (Pty) Ltd Site should contact Virtual School of Africa (Pty) Ltd.'s via email: [service@virtualschoolofafrica.co.za](mailto:service@virtualschoolofafrica.co.za).

**g. Disclaimers of Warranty / Limitations of Liabilities**

The Virtual School of Africa (Pty) Ltd site and any information, content or services made available on or through the Virtual School of Africa (Pty) Ltd Site are provided "as is" and "as available" without warranty of any kind (express, implied or otherwise), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, except insofar as any such implied warranties may not be disclaimed under applicable law.

Virtual School of Africa (Pty) Ltd do not warrant that the Virtual School of Africa (Pty) Ltd site will operate in an uninterrupted or error-free manner, that the Virtual School of Africa (Pty) Ltd site is free of viruses or other harmful components, or that the courses or content provided will meet your needs or expectations. Virtual School of Africa (Pty) Ltd also make no warranty about the accuracy, completeness, timeliness, or quality of the Virtual School of Africa (Pty) Ltd site or any courses or content, or that any particular courses or content will continue to be made available.

Use of Virtual School of Africa (Pty) Ltd, and the content and services obtained from or through the Virtual School of Africa (Pty) Ltd site, is at your own risk. Your access to or download of information, materials, or data through the Virtual School of Africa (Pty) Ltd site or any reference sites is at your own discretion and risk, and you will be solely responsible for any damage to your



property (including your computer system) or loss of data that results from the download or use of such material or data, unless otherwise expressly provided for in the privacy policy.

#### **h. User Postings Disclaimer**

You understand that when using the Virtual School of Africa (Pty) Ltd Site you will be exposed to User Postings from a variety of sources and that Virtual School of Africa (Pty) Ltd are responsible for the accuracy, usefulness, reliability or intellectual property rights of or relating to such User Postings. You further understand and acknowledge that you may be exposed to User Postings that are inaccurate, offensive, defamatory, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Virtual School of Africa (Pty) Ltd or any of the Virtual School of Africa (Pty) Ltd Participants with respect thereto.

Virtual School of Africa (Pty) Ltd do not endorse any User Postings or any opinion, recommendation or advice expressed therein. Neither Virtual School of Africa (Pty) Ltd nor any of the Virtual School of Africa (Pty) Ltd Participants have any obligation to monitor any User Postings or any other user communications through the Virtual School of Africa (Pty) Ltd Site.

However, Virtual School of Africa (Pty) Ltd reserves the right to review User Postings and to exercise its sole discretion to edit or remove, in whole or in part, any User Posting at any time and for any reason. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Posting allegedly does not conform to these T&CS, Virtual School of Africa (Pty) Ltd may investigate the allegation and determine in its sole discretion whether to remove the User Posting, which it reserves the right to do at any time and without notice.

#### **i. Third-Party Services; Links to Other Websites**

The Virtual School of Africa (Pty) Ltd Site and individual courses may be integrated with third-party services or include hyperlinks to websites maintained or controlled by third parties. The Virtual School of Africa (Pty) Ltd are not responsible for and do not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered by such third parties. If you decide to access any third-party services or linked third-party websites, you do so at your own risk.

To the fullest extent permitted by applicable law, you agree that neither Virtual School of Africa (Pty) Ltd nor any of the Virtual School of Africa (Pty) Ltd



participants will be liable to you for any loss or damages, either actual or consequential, arising out of or relating to these terms of service, or your (or any third party's) use of or inability to use the Virtual School of Africa (Pty) Ltd site, or your placement of content on the Virtual School of Africa (Pty) Ltd site, or your reliance upon information obtained from or through the Virtual School of Africa (Pty) Ltd site, whether your claim is based in contract, tort, statutory or other law.

In particular, to the fullest extent permitted by applicable law, Virtual School of Africa (Pty) Ltd will have no liability for any consequential, indirect, punitive, special, exemplary, or incidental damages, whether foreseeable or unforeseeable and whether or not Virtual School of Africa (Pty) Ltd has been negligent or otherwise at fault (including, but not limited to, claims for defamation, errors, loss of profits, loss of data, or interruption in availability of data).

**j. Indemnification**

You agree to defend, hold harmless, and indemnify Virtual School of Africa (Pty) Ltd and their respective subsidiaries, affiliates, officers, faculty, students, fellows, governing board members, agents and employees from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the Virtual School of Africa (Pty) Ltd Site, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature.

**k. Additional Terms**

**i. Termination Rights; Discontinuation of Courses and Content**

You agree that Virtual School of Africa (Pty) Ltd, in its sole discretion, may terminate your use of the Virtual School of Africa (Pty) Ltd Site or your participation in it, for any reason or no reason, upon notice to you. It is Virtual School of Africa (Pty) Ltd.'s policy to terminate in appropriate circumstances the accounts of users of the Virtual School of Africa (Pty) Ltd Site who are repeat copyright infringers. The Virtual School of Africa (Pty) Ltd reserve the right at any time in their sole discretion to cancel, delay, reschedule or alter the format of any course offered through Virtual School of Africa (Pty) Ltd, or to cease providing any part or all of the Virtual School of Africa (Pty) Ltd Site content or related services, and you agree that Virtual School of Africa (Pty) Ltd will have no liability to you for such an action. If you no longer desire to participate in the Virtual School of Africa (Pty) Ltd Site, you





may terminate your participation at any time. The rights granted to you hereunder will terminate upon any termination of your right to use the Virtual School of Africa (Pty) Ltd Site, but the other provisions of the Agreements will survive any such termination.

**ii. Entire Agreement**

The Agreements constitute the entire agreement between you and Virtual School of Africa (Pty) Ltd with respect to your use of the Virtual School of Africa (Pty) Ltd Site, superseding any prior agreements between you and Virtual School of Africa (Pty) Ltd regarding your use of the Virtual School of Africa (Pty) Ltd Site.

**iii. Waiver and Severability**

The failure of Virtual School of Africa (Pty) Ltd to exercise or enforce any right or provision of the Agreements shall not constitute a waiver of such right or provision. If any provision of the Agreements is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of the Agreements shall remain in full force and effect.

**iv. Choice of Law/Forum Selection**

You agree that the Agreements and any claim or dispute arising out of or relating to the Agreements or any content or service obtained from or through the Virtual School of Africa (Pty) Ltd Site will be governed by the laws of the South Africa. You agree that all such claims and disputes will be heard and resolved exclusively in South Africa. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

**Effective Date: 17 December 2020**



## Section B

### Code of Conduct

#### 1. Collaboration Policy

By enrolling in a course on Virtual School of Africa (Pty) Ltd, you are joining a special community of learners. The aspiration of Virtual School of Africa (Pty) Ltd is to provide anyone with an internet connection access to courses and to provide our learners the best educational experience internet technology enables. In order to participate in Virtual School of Africa (Pty) Ltd, you must agree to the CoC below and any additional terms specific to a course or program. This CoC, and any additional terms, will be posted on each course website.

#### 2. CoC Pledge

By enrolling in the Virtual School of Africa (Pty) Ltd course or program, I agree that I will:

- Complete all tests and assignments on my own, unless collaboration on an assignment is explicitly permitted.
- Maintain only one user account, unless Virtual School of Africa (Pty) Ltd has approved the use of a separate user account in connection with an employer-sponsored or university-sponsored program.
- Not let anyone else use my username and/or password.
- Not engage in any activity that would dishonestly improve my results, or improve or hurt the results of others.
- Not post answers to problems that are being used to assess learner performance.
- Violations

If you are found in violation of the Terms of Service or CoC, you may be subject to one or more of the following actions:

- Receiving a zero or no credit for an assignment;
- Having any certificate earned in the course or program withheld or revoked;
- Being unenrolled from a course or program; or
- Termination of your use of the Virtual School of Africa (Pty) Ltd Site.
- Additional actions may be taken at the sole discretion of Virtual School of Africa (Pty) Ltd and its associated institutions.
- No refunds will be issued in the case of any corrective action for such violations.
- CoC violations will be determined at the sole discretion of Virtual School of Africa (Pty) and its associated institutions. You will be notified if a determination has been made that you have violated this CoC and you will be informed of the corresponding action to be taken as a result of the violation.



### 3. Changing the CoC

Please note that we review and may make changes to this CoC from time to time. Any changes to this CoC will be effective immediately upon posting on this page, with an updated effective date. By accessing the Virtual School of Africa (Pty) Ltd Site after any changes have been made, you signify your agreement on a prospective basis to the modified CoC and any changes contained therein. Be sure to return to this page periodically to ensure familiarity with the most current version of this CoC.

**Effective Date: 17 December 2020**

## Section C

### Privacy Policy

This Privacy Policy applies to information that Virtual School of Africa (Pty) Ltd collects through the Virtual School of Africa (Pty) Ltd Site when you interact with Virtual School of Africa (Pty) Ltd, with other users, and generally with the Virtual School of Africa (Pty) Ltd Site. Your information is received and controlled by Virtual School of Africa (Pty) Ltd according to this Privacy Policy when you sign up for an Virtual School of Africa (Pty) Ltd account or otherwise use the Virtual School of Africa (Pty) Ltd Site.

Virtual School of Africa (Pty) Ltd is solely and independently responsible for its own privacy practices.

If you enrol in a course through the Virtual School of Africa (Pty) Ltd Site, information about you and your activity in the course is received as described in this Privacy Policy.

If you do not accept the terms of this Privacy Policy, then please do not access, browse, or register for the Virtual School of Africa (Pty) Ltd Site or enrol in any courses. If you choose not to provide certain information required to provide you with various products and services offered on the Virtual School of Africa (Pty) Ltd Site, then you may not be able to establish a user account or obtain those products or services.

#### 1. Information that Virtual School of Africa (Pty) Ltd collects from you (including personal information)

Virtual School of Africa (Pty) Ltd directly collects information when you:

- sign up for a Virtual School of Africa (Pty) Ltd user account and create an Virtual School of Africa (Pty) Ltd user profile;
- enrol and participate in online courses;
- purchase a product or service;
- send email messages to Virtual School of Africa (Pty) Ltd;
- participate in user surveys; and



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- participate in public forums, webinars, and other interactive experiences on the Virtual School of Africa (Pty) Ltd Site.

Virtual School of Africa (Pty) Ltd also indirectly collects usage information about your visit to the Virtual School of Africa (Pty) Ltd Site, as explained in the section below titled Cookies and Tracking Technologies.

Virtual School of Africa (Pty) Ltd does not itself collect or store financial account numbers or identification issued by a governmental entity, employer, or other authority. Instead, if you choose to make a purchase on the Virtual School of Africa (Pty) Ltd Site, you will be directed to Virtual School of Africa (Pty) Ltd.'s third-party payment processor.

Virtual School of Africa (Pty) Ltd requires your Personal Information in limited circumstances when you:

- sign up for an Virtual School of Africa (Pty) Ltd user account (name, username, email address);
- purchase a product or service (so that Virtual School of Africa (Pty) Ltd.'s third-party vendor can process payment);

To the extent that Virtual School of Africa (Pty) Ltd associates the information that Virtual School of Africa (Pty) Ltd collects directly or indirectly with an individual (for example, you), the association is based on Personal Information in your account profile.

You may voluntarily choose to share additional Personal Information on the Virtual School of Africa (Pty) Ltd Site, for example:

- in your Virtual School of Africa (Pty) Ltd account profile (and you may display a limited or full profile to other Virtual School of Africa (Pty) Ltd Site users);
- when participating in a course, forum, webinar, or other interactive experience on the Virtual School of Africa (Pty) Ltd Site (noting that in some cases, this information is shared with a third party that provides tools or other assistance for the Virtual School of Africa (Pty) Ltd Site or a course).

Virtual School of Africa (Pty) Ltd encourages you to use discretion before voluntarily sharing additional Personal Information on the Virtual School of Africa (Pty) Ltd Site. (If you later choose to delete your Virtual School of Africa (Pty) Ltd account, deletion of your Personal Information will be subject to the process and limits outlined below.)



## 2. Cookies And Tracking Technologies on the Virtual School of Africa (Pty) Ltd Site

Like many companies, Virtual School of Africa (Pty) Ltd uses Cookies and other common Tracking Technologies on the Virtual School of Africa (Pty) Ltd Site and in email communications to help Virtual School of Africa (Pty) Ltd better understand your use and needs of the Virtual School of Africa (Pty) Ltd Site, current and future Virtual School of Africa (Pty) Ltd-related products and services, and how Virtual School of Africa (Pty) Ltd can improve.

Virtual School of Africa (Pty) Ltd use Cookies and other Tracking Technologies for the following purposes:

- when necessary for system administration, security, and integrity to ensure the Virtual School of Africa (Pty) Ltd Site works properly for you. Without these technologies, the Virtual School of Africa (Pty) Ltd Site may not function correctly;
- to enable analytics, performance and functionality, to help Virtual School of Africa (Pty) Ltd gather information about how visitors use the Virtual School of Africa (Pty) Ltd Site and monitor Virtual School of Africa (Pty) Ltd Site performance, and to enhance your experience by recognizing and remembering whether you have visited the Virtual School of Africa (Pty) Ltd Site before and may have any personal preferences; and
- to support marketing by enabling Virtual School of Africa (Pty) Ltd to deliver content relevant to your interests on the Virtual School of Africa (Pty) Ltd Site and third-party sites based on how you interact with Virtual School of Africa (Pty) Ltd. Virtual School of Africa (Pty) Ltd use “first-party” cookies, which means cookies served by Virtual School of Africa (Pty) Ltd and also “third-party” cookies, which means cookies served by third parties that help Virtual School of Africa (Pty) Ltd track this information.

You have some options for managing Cookies and other Tracking Technologies. These include:

- Modifying your browser settings
- Opting-out of certain third-party tracking and advertising

## 3. How your information is used

Virtual School of Africa (Pty) Ltd use information, including Personal Information, to carry out the following purposes:

- Operate and improve the Virtual School of Africa (Pty) Ltd Site
- Create, administer, provide, and teach courses – This includes creating and improving the delivery of massive open online courses and programs on



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Virtual School of Africa (Pty) Ltd. This also includes personalizing courses, so your learning experience is tailored to your interests and needs, and assessing your performance and awarding certificates.

- Offer and improve products and services – This includes enabling you to navigate the Virtual School of Africa (Pty) Ltd Site, to enrol and participate in courses and programs on the Virtual School of Africa (Pty) Ltd Site, to learn effectively in such courses and programs, and to purchase or obtain products and services on the Virtual School of Africa (Pty) Ltd Site.
- Develop and maintain the security and performance of the Virtual School of Africa (Pty) Ltd Site
- Communicate with you – This includes answering your course and platform questions, notifying you of course and Virtual School of Africa (Pty) Ltd Site maintenance and updates, marketing to you about course offerings, programs, news, and related products and services of Virtual School of Africa (Pty) Ltd, and as permitted under applicable law, sending you communications about products or services of selected business partners that may be of interest to you.
- Support scientific research
- Track Virtual School of Africa (Pty) Ltd Site usage against goals and mission – This includes performing analytics to evaluate access to and performance in courses and course-related products and services and to report aggregate usage information (not Personal Information) to business partners and external audiences.
- Exercise, enforce, and comply with legal rights and obligations – This includes responding to subpoenas, court orders, or other legal process; and investigating, preventing, or taking action regarding illegal activities, suspected fraud, security or technical issues, or to protect the rights, property, or safety of Virtual School of Africa (Pty) Ltd or others, and as otherwise required by applicable law.

Virtual School of Africa (Pty) Ltd may also seek your consent for additional uses of information, including Personal Information, and will use it only for the purpose described to you. All use of Personal Information is subject to applicable law.

#### 4. How your information is shared

Virtual School of Africa (Pty) Ltd share information, including Personal Information, with third parties for the following purposes:

- With service providers, contractors, and other third parties that help carry out the uses described above – Virtual School of Africa (Pty) Ltd requires third parties to: (1) abide by this Privacy Policy and applicable law; (2) handle



Personal Information in a confidential manner and maintain adequate security; and (3) use Personal Information only as needed to fulfil the relevant purpose(s). In some cases, the Virtual School of Africa (Pty) Ltd Site and individual courses are integrated with third-party services or contain links to websites published by third parties, including other content providers as well as service providers. These third parties are responsible for their own privacy practices, so you should pay attention anytime you are redirected to a third-party website and be sure to review its privacy policy.

- With other learners in courses that you take and with other visitors to the Virtual School of Africa (Pty) Ltd Site, to create an interactive learning environment, support class participation, and share course information – This includes sharing comments, coursework, or other information or content that you submit to a portion of the Virtual School of Africa (Pty) Ltd Site designed for viewing by other class members or for public communication. This also includes providing opportunities for you to communicate with other users who may have similar interests or educational goals, for instance, recommending specific study partners or connecting potential student mentees and mentors.
- With employers, government programs, institutions, or other enterprises that sponsor your enrolment in a course for training or other educational purposes – If an entity pays for or otherwise sponsors your course participation, Virtual School of Africa (Pty) Ltd will share information with the entity as needed to confirm your enrolment, participation, progress, and completion status in that course.
- With affiliates of Virtual School of Africa (Pty) Ltd, or with successors in the event of a merger, acquisition, or reorganization, for their use consistent with this Privacy Policy.

Virtual School of Africa (Pty) Ltd may also seek your consent for additional disclosures of information, including Personal Information, and will share it only as described to you. In addition, Virtual School of Africa (Pty) Ltd may share with the public and with third parties, including but not limited to researchers and business partners, information and Personal Information that is de-identified or aggregated in a manner that does not personally identify you.

## 5. How to manage your personal information

You can manage your Personal Information through features on the Virtual School of Africa (Pty) Ltd Site and requests to the Virtual School of Africa (Pty) Ltd learner support team. Virtual School of Africa (Pty) Ltd will provide support to the extent required by applicable law and more broadly when possible, as a courtesy in our



sole discretion. Virtual School of Africa (Pty) Ltd will notify you in the event that Virtual School of Africa (Pty) Ltd is unable to meet a request that is not legally required.

**i. Access and correct your Personal Information**

Much of your Personal Information is available in your Virtual School of Africa (Pty) Ltd account. Your name, email address, and other identifiable profile information is editable through the profile settings in your Virtual School of Africa (Pty) Ltd account except as noted below. Your account dashboard lists all current and archived courses in which you have enrolled. The dashboard also contains copies of your answers and other participation and performance in courses. Please contact Virtual School of Africa (Pty) Ltd to access and update this or other information.

**ii. Exceptions:**

Username cannot ever be changed. This is a Virtual School of Africa (Pty) Ltd system restriction. Because usernames identify you in courses and elsewhere on the Virtual School of Africa (Pty) Ltd Site, Virtual School of Africa (Pty) Ltd encourages you to use discretion in choosing your username. If you want to protect your identity, do not use your real name or a name identifiable to you as your username.

Virtual School of Africa (Pty) Ltd does not track or index every time or every place on the Virtual School of Africa (Pty) Ltd Site when or where a learner may volunteer Personal Information, so Virtual School of Africa (Pty) Ltd will not be able to help you locate or manage all such instances. Virtual School of Africa (Pty) Ltd encourages you to use discretion before volunteering Personal Information on the Virtual School of Africa (Pty) Ltd Site.

**iii. Restrict or object to the processing of Personal Information**

If you want to manage emails and other communications to you, you may update your preferences in your Virtual School of Africa (Pty) Ltd account dashboard, follow the steps described in links at the bottom of email messages, or contact Virtual School of Africa (Pty) Ltd directly via email. You may object to, or request that Virtual School of Africa (Pty) Ltd stop, its use of your Personal Information for other purposes by contacting the Virtual School of Africa (Pty) Ltd. Please note that if you choose to restrict Virtual School of Africa (Pty) Ltd.'s ability to process Personal Information, and the processing is otherwise required to provide you with various services and products offered on the Virtual School of Africa (Pty) Ltd Site, you may not be able to establish an Virtual School of Africa (Pty) Ltd user account or enrol for a course, and





Virtual School of Africa (Pty) Ltd may not be able to provide you with those services or products.

#### **iv. Delete account and Personal Information**

To request deletion of your Virtual School of Africa (Pty) Ltd account and Personal Information, you should click the button labelled "Delete my account" in your Virtual School of Africa (Pty) Ltd account settings. Because deletion on the Virtual School of Africa (Pty) Ltd system is a permanent action and cannot be reversed, Virtual School of Africa (Pty) Ltd may ask you to complete a process that aims to confirm your authority to manage the Virtual School of Africa (Pty) Ltd account affected by your request.

With respect to your Virtual School of Africa (Pty) Ltd account, Virtual School of Africa (Pty) Ltd will permanently:

- deactivate your Virtual School of Africa (Pty) Ltd account,
- remove the active profile,
- retire your username, and
- remove you from Virtual School of Africa (Pty) Ltd email lists.

With respect to your Personal Information, Virtual School of Africa (Pty) Ltd will permanently delete your Virtual School of Africa (Pty) Ltd account profile Personal Information from the Virtual School of Africa (Pty) Ltd Site.

As noted above, to the extent that Virtual School of Africa (Pty) Ltd associates the information that Virtual School of Africa (Pty) Ltd collects directly or indirectly with an individual (for example, you), the association is based on Personal Information in your Virtual School of Africa (Pty) Ltd account profile. By erasing the Personal Information in your Virtual School of Africa (Pty) Ltd account profile, the remaining information about your activity on the Virtual School of Africa (Pty) Ltd Site will no longer be associated with you, except as noted below.

These changes will be applied to data stores that are used for operation of the Virtual School of Africa (Pty) Ltd Site.

#### **Exceptions:**

Deletion will not apply to historical activity logs or archives unless and until these logs and data naturally "age-off" the Virtual School of Africa (Pty) Ltd system.

Virtual School of Africa (Pty) Ltd does not track or index every time or every place on the Virtual School of Africa (Pty) Ltd Site when or where a learner may volunteer Personal Information, so Virtual School of Africa (Pty) Ltd will not be able to help you locate or manage all such instances. Virtual School of Africa (Pty) Ltd encourages you



to use discretion before voluntarily sharing your Personal Information on the Virtual School of Africa (Pty) Ltd Site.

Virtual School of Africa (Pty) Ltd will archive course data (in a manner and to the extent permitted under applicable law).

Virtual School of Africa (Pty) Ltd cannot always delete records of past interactions and transactions. For example, records relating to previous purchases on the Virtual School of Africa (Pty) Ltd Site must be retained for financial reporting, audit, and compliance reasons.

Virtual School of Africa (Pty) Ltd will retain and use Personal Information as necessary to comply with its legal obligations, resolve disputes, enforce its agreements, and as otherwise permitted by applicable law.

### **Data retention**

Virtual School of Africa (Pty) Ltd will retain your Personal Information for as long as your account is active or as needed to provide you with services; to maintain a record of your transactions for financial reporting, audit, and compliance purposes; and to comply with Virtual School of Africa (Pty) Ltd.'s legal obligations, resolve disputes, enforce its agreements, and as otherwise permitted by applicable law.

Upon your request that Virtual School of Africa (Pty) Ltd deactivate your account and delete your information, Virtual School of Africa (Pty) Ltd will follow the process described above, including without limitation archiving your course data (in a manner and to the extent permitted under applicable law).

## **6. Storage & Security**

Virtual School of Africa (Pty) Ltd stores information, including Personal Information, on its own servers and also on servers of companies that Virtual School of Africa (Pty) Ltd hires to provide services.

Virtual School of Africa (Pty) Ltd controls its own copy of information collected through the Virtual School of Africa (Pty) Ltd Site and has an information security program designed to protect information in its possession or control. This is done through a variety of privacy and security policies, processes, and procedures. Virtual School of Africa (Pty) Ltd uses administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the information that it collects, receives, stores, or transmits. Nonetheless, no method of transmission over the Internet, or method of electronic storage, is 100% secure; and therefore, Virtual School of Africa (Pty) Ltd cannot guarantee its absolute security. While Virtual School of Africa (Pty) Ltd works hard to ensure the integrity and security of its network and systems, Virtual School of Africa (Pty) Ltd cannot guarantee that its security measures will prevent "hackers" or other unauthorised persons from illegally accessing or obtaining information.



If the Virtual School of Africa (Pty) Ltd learns of a security breach involving its copy of your Personal Information, Virtual School of Africa (Pty) Ltd may attempt to notify you electronically so that you may take appropriate protective steps. By using the Virtual School of Africa (Pty) Ltd Site or providing Personal Information to Virtual School of Africa (Pty) Ltd, you agree that Virtual School of Africa (Pty) Ltd can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Virtual School of Africa (Pty) Ltd Site. If a security systems breach occurs, Virtual School of Africa (Pty) Ltd may post a notice on the Virtual School of Africa (Pty) Ltd homepage or elsewhere on the Virtual School of Africa (Pty) Ltd Site and may send an email to you at the email address associated with your Virtual School of Africa (Pty) Ltd account. Depending on where you are located, you may have a legal right to receive notice of a security breach, involving your Personal Information, in writing.

#### 7. Privacy Policy Updates

This Privacy Policy will be reviewed and updated from time to time. Be sure to return to this page periodically to ensure familiarity with the most current version of this Privacy Policy.

#### 8. Contact Information

If you have privacy concerns, have disclosed data you would prefer to keep private, or would like to access the Personal Information that Virtual School of Africa (Pty) Ltd maintains about you, please contact us at [service@virtualschoolofafrica.co.za](mailto:service@virtualschoolofafrica.co.za).

**Effective Date: 17 December 2020**