

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE VLEARNING PRODUCT SERVICE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE.

The Vlearning Product Services are offered to you subject to your acceptance, without modification (other than Special Terms which may be agreed by the parties pursuant to these Terms of Service), of all of the terms and conditions contained herein and all other operating rules, policies, the Terms (as defined below) and any future modifications thereof, and procedures that may be published from time to time on the Platform or made available to you on or through the Vlearning Product Services (collectively, the "Terms"). When accepted by you, these Terms form a legally binding contract between you and Supplier (as defined below). If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

Supplier may, in its sole discretion, elect to suspend or terminate access to, or use of the Vlearning Product Services to anyone who violates these Terms.

1. Definitions

Activity - any actions of using the product service.

Authorisation - the set of rights and privileges on the platform assigned to a User by an administrator.

Client - a natural or legal person who has accepted these Terms with the Supplier;

Client Data - files, documents of any kind and any other digital data and information, which is subjected to the Vlearning Product Services or otherwise inserted to the System by the Client.

Content - any data and information available through the Vlearning Product Services or contained within the structure of the System, articles, documents, brochures, presentations, pictures, images, audio-visual works, other informational materials and any comments.

Fee - regular payment for using an activated account.

Vlearning Product Services - the Web Site, Services, System, Content, Platform and all content, services and/or products available on or through the Platform.

Products - the goods or services that a Client is offering to persons and Organisations.

Special Terms - any particulars, specifications and conditions by which the parties have agreed to deviate from these Terms.

Supplier - Megaphone Media Trust (Trust no: IT2137/08)

System - the integrated cloud computing solution for providing the Vlearning Product Services, including applications, software, hardware, data bases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith.

User - a natural person granted with the Authorisation to use the Account on behalf of a Client.

2. Authority to Enter into These Terms with Supplier

The use of the Vlearning Product Services is subject to acceptance of these Terms. To accept these Terms for itself or on behalf of a Client, a person must have the legal capacity to do so. In the case of an individual, the individual must be at least 18 years of

age or have valid authorisation from his/her legal representative or custodian. In the case of a legal entity, the entity must be duly incorporated and in good standing.

The Terms are accepted as soon as one of the following occurs first:

- the person has received the confirmation of the creation of an Account and necessary credentials from Supplier in order to log in to his/her/its Account; or
- for those Vlearning Product Services and parts of which is not dependent on creating an Account, upon the moment of gaining access to such services.

You may not, without Supplier's prior written consent, access the Vlearning Product Services (i) for production purposes, (ii) if you are a competitor of Supplier, (iii) to monitor the availability, performance or functionality of the Vlearning Product Services or (iv) for other benchmarking or competitive purposes.

Once accepted, these Terms remain effective until terminated as provided for herein.

3. Modifications to Terms

Supplier reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Platform or the Vlearning Product Services. Please check these Terms periodically for changes. Your continued use of the Vlearning Product Services after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon your continued use of the Vlearning Product Services. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Supplier will be governed by the Terms in effect at the time such dispute arose.

4. Our Responsibilities

Provision of Vlearning Product Services. Supplier will (a) make the Vlearning Product Services, Content and Client Data available to a Client pursuant to these Terms, (b) provide applicable standard helpdesk support using support@vlearning.co.za for the Vlearning Product Services to Client, and/or upgraded support (for an additional charge, if applicable), (c) use commercially reasonable efforts to make the Vlearning Product Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Supplier shall give advance electronic notice as provided in the Guidelines), and (ii) any unavailability caused by circumstances beyond Supplier's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem, Internet service provider failure or delay, or denial of service attack.

5. Using the Vlearning Product Services

5.1 Establishing an Account. Features, functions, parts or elements of the Vlearning Product Services can be used or accessed only by holders of an Account. The person who wishes to create an Account must accept these Terms.

If Client has designated Users and granted them Authorisation, such Users will be deemed to be authorised to act on behalf of Client when using the Account. Supplier is not responsible for verifying the right of representation or validity of Authorisation of any User. However, Supplier may ask additional information or proof of the person's credentials.

A User may be associated with multiple Clients and Accounts. Deleting a User from one Account will not remove the User from the Platform if he/she is connected to multiple Accounts.

The Client and any User associated with an Account must provide Supplier with true, accurate, current, and complete information about the Client, Users or Account and keep it up to date.

5.2 Logging into an Account. Supplier shall provide Client with a username and password (“Login Credentials”) to be used to log in to its Account. These Login Credentials must not be used by multiple persons. If Client has designated several Users, each User will be provided with separate Login Credentials. Client and each User are responsible for keeping confidential all login credentials associated with an Account. Client must promptly notify Supplier:

- of any disclosure, loss or unauthorised use of any Login Credentials;
- of a User’s departure from the Client’s organisation;
- of a change in a User’s role in the Client’s organisation;
- of any termination of a User’s right for any reason.

5.3 Termination of Account. Client may terminate these Terms at any time by giving 30 day written notice of such termination. Supplier shall permanently disable the Account as soon as reasonably practicable after the effective date of the termination.

5.4 Fees. The use of an Account is subject to a Fee. Fees may include provisioning fees to setup the platform and/or recurring monthly fees. All Fees are non-refundable, i.e. there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, or deactivated the Account or terminated these Terms during an ongoing payment interval.

All Fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless stated otherwise stated herein. Fees are payable in advance.

Client data

6.1 Uploading Client Data to Platform. When the Client Uploads Client Data to the Platform, such Client Data and any processing of such Client Data must be in compliance with these Terms and applicable law. All rights, title and interest in and to the Client Data belong to the Client or third persons (including Users, persons and Organisations) whether posted and/or uploaded by you or made available on or through the Vlearning Product Services by Supplier. By uploading Client Data to the Platform, Client authorises Supplier to process the Client Data the Client is responsible for ensuring that:

- the Client and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Client Data that violates the terms of these Terms, the rights of Supplier, other Clients or Users, persons or Organisations or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another’s privacy, defamatory, hateful or otherwise unlawful; and
- the Client and all of the Users associated with the Account have the necessary rights to use the Client Data, including to insert it into the Platform and process it by means of the Account.

6.2 No Guarantee of Accuracy. Supplier does not guarantee any accuracy with respect to any information contained in any Client Data. You understand that all information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. This means that Client, and not Supplier, is entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through the Vlearning Product Services, as well as for any actions taken by the Suppliers or other Clients or Users as a result of such Client Data.