

Terms and Conditions

Welcome to the Virtual High School (“VHS”).

By using our services, or applying for or being admitted to, a programme, you agree to be bound by, and to abide by, these terms. You also agree to our Privacy Policy.

We may change these Terms from time to time. If we do, we will take all reasonable steps to let you know about any material changes, either by notifying you on the Site or by sending you an email. If you keep using VHS after a change, that means you accept the new terms.

These terms and conditions are applicable to parent(s) / guardian(s) / fee payer(s), and their children. Accordingly, the word “you” applies to all of the above-mentioned parties interchangeably, as applicable.

If you do not agree to be bound by these terms, or are not able to enter into a binding agreement, then unfortunately you may not apply for, or be admitted to the VHS or use our services and no contract shall arise between you and VHS.

These Terms also incorporate the Handbook and Policies that can be updated by us at our discretion, from time to time.

1. Enrolment Disclaimer: Enrolment of a learner at the VHS does not in any way enrol the learner in any tertiary educational offering or institution.

2. Policies Applicable: By agreeing to these Terms, you consent to the following policies, applicable to, and accessible on, our website and other such URLs that we may indicate from time to time, which are incorporated by reference into these

Terms: Privacy Policy, Website Terms of Use, and any other policy as is made available on our Websites from time to time ("Policies").

3. **Third Party:** If participation in a Programme is being paid for by a third party, then that third party will be bound by all provisions in these Terms, the Handbooks and policies.

4. **Acceptance of Terms:** By clicking on the "Agree" button when applying, you agree that yourself and the applicant will be bound by these Terms.

5. **Accurate information:** All information provided on application, admission, on creating an account, or while accessing VHS services and Programmes, must be true, accurate, and complete. You are also required to update the information in the event that it changes.

6. **License:** Subject to these Terms, and the payment of any applicable fees, you will be granted a limited, personal, non-exclusive, non-transferable, and revocable license to use the services and products.

7. **Suitability of Programme:** Before applying to VHS, it is the responsibility of the parent(s) / guardian(s) and the applicant to satisfy themselves that the Programme is suitable and meets the needs of the Applicant.

8. **Commencement of Programme:** You will only receive confirmation of admission for a Programme once you have made the required minimum payment for the Programme

(unless otherwise specifically stated). Access for the learner to the platform will only commence once they have been formally enrolled or once the Programme commences.

9. **Minors:** By applying, the Applicant confirms that they have been assisted by their parent / guardian and that the parent / guardian has consented to the application on the Website, and payment for the Programme.

Admission and Programme Requirements

10. **Application online:** Applications must be completed online for admission.

11. **Admission requirements:** All applications are reviewed by the Admissions Team in accordance with the Admission Policy. Completion of an Application does not guarantee admission and VHS reserves the right, at its sole discretion, to deny admission.

12. **Applicants not resident in South Africa:** the General Education and Training certificate and the National Senior Certificate examinations can only be written within South Africa. By entering into this agreement you and the applicant are bound to this requirement. It is your responsibility to ensure that you comply with this requirement.

13. **Identification:** At the point of application, the parent / guardian is required to submit a copy of the applicant's official identity document, birth certificate, or passport, which reflects

the name provided upon application, for authentication and record purposes. Acceptable forms of identification include an identity document (national ID card), passport, or birth certificate. VHS may make use of a third-party to verify the identification. Non-submission of valid identification in accordance with standard verification processes may result in the applicant's certificate being withheld. If a learner undergoes a name change during the Programme, it is required that this be communicated to us.

Programme Assessment

14. The Programme includes continuous assessment and examinations that may have to be written at a physical venue (unless stipulated otherwise).

15. Any certificates or statement of results will be issued by the relevant recognition / examination / awarding / accreditation body of the Programme.

16. A non-refundable application fee is required and, if the application is accepted, we require the payment of a non-refundable academic placement fee, which guarantees a child's place and indicates acceptance to study at VHS.

17. When you accept an offer for learner enrolment by paying the requisite academic placement fee, you agree to pay the tuition fees and other such amounts that may be due by you arising from the learner's participation in the Programme.

18. Commencement of study will only be allowed once the placement fee and first Programme fee have been paid.

19. You hereby consent to us contacting you about all payments due by you as well as all other terms and conditions by way of email, text message, telephone calls, or other means, as determined by us.

20. Tuition fees are not all-inclusive and additional costs could be levied to support the delivery and examination of the Programme.

21. If there is insufficient demand, as determined by us at our sole and absolute discretion, we reserve the right to cancel the Programme. In this case, fee payers will receive a full refund, but no interest will accrue on any amounts refunded to them, and any applicable bank charges will be offset against the refunded amount.

22. **Qualification outcomes:** VHS will not, under any circumstances, be liable for any costs, claims, or damages that may be sustained or suffered as a result of applying, being enrolled for, and / or participating in any Programme or other service offered by us that is not relevant, suitable, or does not meet your and / or any relevant academic institution, industry, or commercial body's requirements. Under no circumstances do we guarantee an applicant or learner's suitability for a particular Programme based on the levels of difficulty. VHS cannot, under any circumstances, be held liable to you for any costs, claims, or damages, if after the completion of a Programme the learner is not able to obtain admittance into

another educational institution, chosen field of study, or any other desired outcome.

23. Limitation of liability: To the fullest extent permitted by law, you agree that VHS and its partners will not be liable for any cost, claims, or damages (including, without limitation, indirect, extrinsic, special, punitive, exemplary, or consequential loss, such as loss of profits, business, goodwill, revenue, or anticipated savings), or other damages of any kind, penalties, actions, judgements, suits, expenses, disbursements, fines, or other amounts that you or any third party might suffer that relates to, or arises from, these Terms, learner participation in a Programme, or termination of a Programme for any reason, whether anticipated or not, or should have anticipated, that damages would occur. In no event shall the aggregate liability to you for any and all claims exceed the total amount of fees received from you in the five months preceding any cause of action.

24. Acknowledgement: You acknowledge and agree that the disclaimers and limitations of liability outlined in these Terms are fair and reasonable, and that these limitations are an essential basis of the services being made available to you in an economically sustainable manner.

25. Time constraint: You agree that, to the extent permissible by applicable law, any cause of action related to these Terms and/or services or Qualifications must commence within 3 years after the cause of action arises, irrespective of when it comes to your attention. If not, such cause of action shall be permanently barred.

26. Indemnity: Subject to any applicable laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to, or arises from, these Terms arising from your application for, or enrolment in, a Qualification for a learner. This indemnity includes claims arising from use of the Programme in a way that does not comply with these Terms, or if we transfer the profile to another person, or if another person accesses the profile without your consent. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the highest permissible scale, and any additional legal and collection costs.

27. Interruption of service: You acknowledge and agree that from time to time, the VHS Website may be inaccessible or inoperable, by reason of one or more of the following:

- Equipment malfunctions or faults;
- Periodic maintenance procedures, downtime, or repairs that we may undertake from time to time;
- Causes beyond our control, including, without limitation: interruption or failure of telecommunication or digital transmission links, attacks on the network, and network congestion or other failures.

28. No breach: Such interruption to the accessibility of the VHS Website will not be deemed a breach of this Agreement under any circumstances whatsoever, and we will not, under any circumstances, be liable for any costs, claims, or damages that may be sustained or suffered as a result of any interruption, inoperability, or inaccessibility of the Website.

29. **Security:** We will use reasonable commercial measures to secure our system and the profile on the Online Campus, and related information, however, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You and / or the learner undertake to notify us immediately of any compromise or unauthorised use of the account issued.

30. **Intellectual Property rights:** Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source, and / or object code, as well as all other works (including trade marks and names) contained on the Website, or otherwise provided to learners is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to, or use of, our services will not in any way result in an assignment or license of any intellectual property owned by us or any other party.

31. **Learner content:** The services and Programme may enable the learner to share their own content with VHS and its employees and fellow learners. You and the learner retain all intellectual property rights in, and are responsible for, the content shared, however, you specifically agree and consent that we, and the relevant recognition / examination / awarding / accreditation body applicable to the Programme, shall be entitled to use (at our discretion) all content shared by the learner on our Online Campus for internal research and development, quality assurance, Programme improvement, and non-commercial purposes. We cannot, and do not, guarantee that any intellectual property shared on the Online Campus or

otherwise through the Website will not be used by other learners.

32. Disclaimers: To the extent permissible under applicable laws, all services, Programmes, and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof, and in particular, we make no representations or warranties regarding the quality of the Programme content or the fitness of the Programme content for the purpose for which it has been acquired.

33. Warranties: You warrant that all and any information provided to us, in accordance with this Agreement, in order to apply for a Programme or otherwise, is true and accurate.

34. Modifying and terminating services: We are constantly changing and improving our services. We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether, giving enrolled learners and parents / guardians reasonable prior notice of any material changes.

A parent / guardian may only cancel this agreement with VHS in respect of a particular Learner on one full calendar months' notice in writing (for which full payment is to be made), to be given in the form prescribed from time to time by VHS. If such notice is not given a full month's fees remain payable to VHS.

Where notice of cancellation is given and payment has been made in respect of any period beyond the notice period referred that portion of the payment made will be refunded (after deduction, if applicable, of the fees for the notice period and any other amounts that may be owing at the applicable time by

or in respect of that Learner). Where payment was made by credit or debit card, any refund can only be processed on the same card.

VHS may cancel this agreement in respect of a particular Learner on notice in writing to the parent / guardian or major Learner if:

- any fees owing to Teneo are overdue;
- the Learner appears before a Disciplinary Committee and that Disciplinary Committee determines that the Learner should be expelled from; or
- the parent / guardian or the relevant Learner commits any other material breach of these Terms.
- Should this agreement be terminated, whether by the parent / guardian, major Learner or by VHS, any fees and/or costs owing by the parent / guardian or major learner shall remain due and payable until fully paid, and may be deducted from any amounts that may be payable by VHS in respect of that Learner.

35. Breach: If you or the learner commit any other breach of these Terms (including, but not limited to, the "General Rules and or Handbook") and fail to remedy the breach within 5 days after receiving a written notice to do so, we may terminate the learner's participation in the Programme, and you will not be entitled to a refund of any portion of the Programme fee. We shall furthermore be entitled to immediately suspend both your, and the learner's, access to the website in the event of a material breach of these Terms, as determined at our sole discretion, pending an investigation into the relevant conduct.

36. General complaints policy: All complaints are taken seriously, and every effort has been made to ensure that VHS

can cater for complaints received on all levels, regardless of severity.

37. Lodging a complaint: Should you wish to lodge a complaint, you are required to submit it, by sending an email to info@vhsonline.co.za. Where we determine that a complaint is abusive, unreasonable, or an individual is unreasonably pursuing a complaint that has previously been investigated, we reserve our rights in relation to our response.

38. Review and investigation: Once a complaint has been lodged, we will investigate and attempt to address the matter in question. At this stage, you may be required to provide supporting documentation or other evidence that may be relevant. We will endeavour to address complaints within five working days (although this may not always be possible).

39. Feedback: Once a complaint has been fully investigated and due process followed, a course of action will be determined by VHS.

40. Disputes: If a mutually satisfactory outcome, course of action, or conclusion cannot be reached following the complaints procedure, or any other kind of dispute arises between VHS and you, then you agree that it will be resolved individually, without resorting to any form of class action, and, to the extent compliant with applicable law, exclusively by a court of competent jurisdiction, depending on where the services take place. To the extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, your rights

and obligations, or the rights and obligations of VHS, shall be governed by, and construed in accordance with, the laws of the Republic of South Africa.

41. Nothing in this section will restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate to obtain urgent, injunctive, or equitable relief.

42. VHS's details: VHS is an online school trading as a joint venture ("JV") between the Institute of Digital Education Africa South Africa (Pty) Ltd and Nyitiso Consulting (Pty) Ltd.

43. These Terms and Conditions are a contract between you and the JV acting on behalf of VHS.

44. **Entire agreement:** These Terms, together with the Handbooks and policies, shall constitute the entire agreement between you and VHS, concerning application, admission, and enrolment for one or more Programmes.

45. **Revision of Terms:** We reserve the right to revise these Terms (including Policies) at our sole discretion, from time to time. These revisions will become effective immediately once being posted to the Website, however, for all material changes to the Terms, we will take reasonable steps to notify you of such changes where the learner is enrolled for a Programme at the time when such changes come into effect.

46. **Conflict:** If any aspect of these Terms conflicts with any information provided on our Website or in information packs or

other Qualification materials, these Terms will prevail, unless expressly stated otherwise.

47. **Severability:** In the event that any part of these Terms is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of these Terms.

48. **Assignment:** These Terms, and any rights and licenses granted in terms of these Terms, may not be transferred or assigned by you, but may be assigned by VHS without restriction.

49. **No indulgence / waiver:** If the VHS chooses not to enforce any part of these Terms, this does not mean that it cannot do so at a later time. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other Term.