

ICS ACADEMY (PROPRIETY) LIMITED

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

Any individuals instructing ICS Academy (Pty) Ltd (hereinafter referred to as ICSA) to register them on the platform for online training, confirm that they agree to these terms and conditions.

Should an individual instruct ICSA to register users for online training on behalf of an entity, this individual confirm that they are duly authorised to provide the instructions on behalf of that entity, that users who are to be registered have consented to their personal information being collected by ICSA and that the users will similarly be bound by these terms and conditions.

Should a user not accept or understand the terms and conditions contained herein, ICSA should immediately be notified thereof in writing by sending an email to admin@icsacademy.co.za

1. DEFINITIONS

- 1.1. “BN 194” means FAIS Board Notice 194 of 2017;
- 1.2. “CPD activity” has the same meaning as defined in BN 194;
- 1.3. “CPD” means continuous professional development;
- 1.4. “EFT” means electronic funds transfer;
- 1.5. “FPI” refers to the Financial Planning Institute of Southern Africa;
- 1.6. “FSP” means Financial Services Provider;
- 1.7. “ICSA” means ICS Academy (Pty) Ltd;
- 1.8. “Identity Document” can either be a green barcoded identity booklet, smart identity card or valid passport;
- 1.9. “LMS” means learner management system;
- 1.10. “POPI” refers to the Protection of Personal Information Act, 4 of 2013;

- 1.11. “User” means any natural person either individually or on behalf of an entity that intends to register for online training or that has successfully been registered for online training;
- 1.12. “VAT” means value-added tax as defined by the Value-Added Tax Act, 89 of 1991.

2. INTRODUCTION

- 2.1. This document sets out the terms and conditions that govern the use of the ICSA online training platform by a user.
- 2.2. ICSA is a private company registered in the Republic of South Africa with its address at Office 9, First Floor, Heritage Square, Corner of Gladstone and Vrede Street, Durbanville, South Africa.
- 2.3. ICSA is an FPI recognised CPD provider, with provider number 162353.
- 2.4. ICSA provides essential online training to FSPs and other individuals who operate within the financial services industry.
- 2.5. A user who successfully completes one of the ICSA online training courses can obtain and claim verifiable CPD hours during the annual CPD cycle that runs from 1 June to 31 May; as determined in BN 194.
- 2.6. The laws of the Republic of South Africa shall apply to these terms and conditions, including the interpretation thereof, and any matter or litigation relating to or arising from these terms and conditions.

3. GENERAL

- 3.1. Litmos by CallidusCloud provides ICSA with a cloud-based LMS platform to provide ICSA users with online training courses.
- 3.2. ICSA has agreed to the terms and conditions of CallidusCloud.
- 3.3. The CallidusCloud terms and conditions can be found and read on the CallidusCloud website at www.litmos.com/terms-conditions.
- 3.4. CallidusCloud will, as part of providing the LMS platform to ICSA, apply regular updates, bug fixes and/or upgrades to its LMS platform and conduct maintenance on the platform at regular intervals as and when required.

- 3.5. The scope of ICSA's services is limited to providing the user with access to an online platform on which a relevant CPD activity may be undertaken and after successful completion thereof, to provide the user with a certificate of completion that will indicate the amount of CPD hours allocated to the specific online course by a professional body.
- 3.6. All the terms contained herein may be varied or added to from time to time by ICSA and will be published on the ICSA website (www.icsacademy.co.za)

4. USER REGISTRATION AND USE OF THE PLATFORM

- 4.1. The user will need a reliable internet connection and up to date internet browser installed on their computer and/or mobile device to ensure a smooth online training experience.
- 4.2. To register for online training ICSA needs to be supplied with the following information by the user:
 - a) Full name and surname
 - b) Valid email address
 - c) Copy of the users' identity document and or valid passport.
- 4.3. Once a user has successfully been registered and loaded on the platform, the user will receive a system generated email that will indicate that registration for a course was successful.
- 4.4. Only users who have been registered for a specific course may complete the course.
- 4.5. Each course will consist of several modules which must be completed successfully before access to the assessment will be granted.
- 4.6. The assessment will consist of a certain number of multiple-choice questions and will test the users' understanding of the modules covered in the CPD activity with a pass rate set at a certain percentage.
- 4.7. Each multiple-choice question contains four options and users' have 3 (three) attempts at obtaining the required pass rate, failing which a certificate of completion will not be issued and re-registration and payment of the course fee(s) will be necessary should the user wish to complete the course(s).

- 4.8. All users will have a strict 60 (sixty) day access period from the date of registration until midnight on the last day (subject to any system maintenance and/or downtime) in which to complete the relevant course(s). Thereafter, all incomplete course modules will be forfeited with no refund of the course fee(s). Re-registration and payment of the course fee(s) will be necessary should a user wish to complete the course(s).
- 4.9. It is the responsibility of users to download and store the certificate of completion once they have successfully completed a course and passed the assessment. Users may also have to provide the records to their FSP as required.
- 4.10. ICSA will not forward any records of a CPD activity to any professional bodies. It will remain the responsibility of the user to inform their relevant professional body of the completion of their online CPD training.
- 4.11. Should a user experience any technical difficulties whilst actively registered on the platform, the user must inform ICSA as soon as possible thereof in writing by sending an email to admin@icsacademy.co.za.
- 4.12. ICSA will keep exclusive ownership of any work product or other documentation, including but not limited to the presentations, assessments, reports and documentation made available on the platform to any user and may not be reproduced in any manner or form.

5. PERSONAL INFORMATION

- 5.1. When a user provides ICSA with the required information to be registered for a course on the training platform, this information may constitute personal information.
- 5.2. All personal information will be processed in accordance with the provisions of POPI.
- 5.3. ICSA confirms that this information will be used only for a specific, explicitly defined and lawful purpose.
- 5.4. The user voluntarily, specifically and unconditionally consents to ICSA:
 - a) Processing the user's personal information before and throughout the duration of their registration on the platform and thereafter;

- b) transmitting of such personal information;
 - c) storing such personal information for a period of 5 (five) years.
- 5.4. ICSA will take reasonable measures to identify, on a continuous basis, all reasonably foreseeable internal and external risks to the personal information of the user and establish and maintain appropriate security measures against the risks ICSA have identified to safeguard the personal information of the user.
- 5.5. Should ICSA receive knowledge or at any time have any suspicion of any unauthorised disclosure (being disclosure other than permitted in terms of these terms and conditions, misuse, misappropriation, loss, security infringement involving loss, breach or compromise or compromise in any way of a User's personal information, ICSA shall immediately notify the User in writing thereof.
- 5.6. ICSA shall carefully restrict access to the User's personal information to those of its officers, directors and employees who need such access in the course and scope of their employment and in order to perform their duties with regard to the provision of online training to the User.
- 5.7. ICSA shall, at any time during the processing of personal information, provide the User access to their personal information in accordance with applicable laws.

6. FEES AND PAYMENT

- 6.1. The fee for registration is subject to a written quotation by ICSA.
- 6.2. Once a user has been registered for a course, the applicable course fee, including any other amounts that may be applicable, must be paid within 10 (ten) calendar days of presentation of an invoice by ICSA to the user.
- 6.3. Payments need to be made via EFT into the bank account of ICSA and proof of payment must be sent to ICSA at admin@icsacademy.co.za.
- 6.4. All course fees are exclusive of VAT, unless stated otherwise.

7. WARRANTIES

- 7.1. ICSA makes no warranty or assurance, whatsoever, as to the accuracy or correctness of the course material after the date of publication on the ICSA platform.

- 7.2. ICSA will incorporate any legislative changes as and when they become applicable to the course material and update the assessments accordingly during each CPD cycle.
 - 7.3. ICSA will maintain its status as a recognised CPD provider and ensure that the online courses made available to users are CPD approved during each CPD cycle by a relevant professional body.
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