

ICS ACADEMY (PROPRIETARY) LIMITED

REGISTRATION NUMBER: 2014/079604/07

TERMS AND CONDITIONS OF USE

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”** means to the Financial Planning Institute of Southern Africa;
- 1.6. **“ICSA”** means ICS Academy (Pty) Ltd;
- 1.7. **“LMS”** means learner management system;
- 1.8. **“POPIA”** means the Protection of Personal Information Act, 4 of 2013; and
- 1.9. **“User”** means a natural person who intends to register for training or has been enrolled for online training.

2. INTRODUCTION

- 2.1. ICSA is a private company registered in terms of the laws of the Republic of South Africa and operates from Office 9, First Floor, Heritage Square, Corner of Gladstone and Vrede Street, Durbanville, South Africa.
- 2.2. ICSA is recognised and approved by the FPI as a CPD provider (number 162353).
- 2.3. ICSA utilises the LMS platform powered by Litmos and has in turn agreed to the terms and conditions of Litmos that can be found and read on www.litmos.com.
- 2.4. The laws of the Republic of South Africa shall apply to the terms and conditions contained herein, including the interpretation thereof and any subsequent dispute arising from these terms and conditions.

3. GENERAL

- 3.1. When a user is registered for online training on the platform, the user will be bound by these terms and conditions.
- 3.2. Should a person instruct ICSA to register a user or multiple users for and on behalf of a legal entity, this person warrants that they have been authorised to provide the instruction to ICSA on behalf of that particular entity.
- 3.3. ICSA may vary or amend these terms and conditions from time to time and will publish the amended terms and conditions on the ICSA website (www.icsacademy.co.za).

4. USER REGISTRATION AND USE OF TRAINING PLATFORM

- 4.1. A user will require a reliable internet connection and have a recognised internet browser installed on their personal computer or mobile device.
- 4.2. The scope of ICSA's services is limited to providing the user with access to the platform on which a CPD activity may be attempted and after the successful completion thereof, to provide the user with a certificate of completion.
- 4.3. The following must be provided to ICSA, prior to ICSA registering a user on the platform:
 - 4.3.1. Name(s) and surname(s) of the user;
 - 4.3.2. valid email address of the user; and
 - 4.3.3. a copy of the identity document and/or a copy of a valid passport.
- 4.4. The available courses on the platform will consist of a number of modules which must be completed successfully before access to the assessment will be granted.
- 4.5. Assessments will consist of a pre-determined amount of multiple-choice questions and will test the users' understanding of the modules.
- 4.6. The pass rate is set at a pre-determined pass percentage of 75%.
- 4.7. Users are allowed 3 (three) attempts at obtaining the required pass rate for a particular assessment failing which, a certificate of completion will not be issued, and re-registration and payment of the applicable course fee(s) is required.
- 4.8. Users are afforded a 30 (thirty) calendar day period from the day of registration until midnight on the last day (subject to any system maintenance and/or downtime) in which to complete the relevant course and to pass the assessment.
- 4.9. All progress in respect of incomplete courses, modules and/or assessments will be forfeited should the 30 (thirty) calendar day period expire.
- 4.10. No refund of the course fee(s) will be made.
- 4.11. Extensions to the 30 (thirty) calendar day period will incur an additional payment of the particular course fee.
- 4.12. It is the responsibility of the user to download their certificate of completion.
- 4.13. Certificates of completion is made available under the "achievements"-tab on the learner dashboard once the module and the assessment is passed.
- 4.14. The user should inform their relevant professional body and or their employer of the completion status of their training on the platform, ICSA will not forward any user completion records to any professional bodies or to employers on behalf of said users.
- 4.15. Users who experience technical difficulties whilst registered on the platform, must inform ICSA as soon as possible thereof in writing, by sending an email to admin@icsacademy.co.za.

- 4.16. ICSA will attempt to revert with a possible solution as soon as reasonably possible.
- 4.17. Litmos will apply regular updates, bug fixes, upgrades and/or conduct maintenance on the platform at intervals as and when required in terms of its own internal operational requirements.
- 4.18. 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.

5. PERSONAL INFORMATION

- 5.1. The required information as per paragraph 4.3 herein constitutes personal information.
- 5.2. All personal information will be processed by ICSA in accordance with the provisions of POPIA.
- 5.3. The user voluntarily, specifically and unconditionally consent to ICSA to:
 - 5.3.1. Process this information before and throughout the duration of their registration on the platform and thereafter;
 - 5.3.2. transmitting of such personal information; and
 - 5.3.3. storing such personal information for a period of 5 (five) years.
- 5.4. ICSA will use personal information for a specific, defined and lawful purpose, amongst other to verify the name, surname and identity number of each user, to create their user profiles and to generate certificates of completion.
- 5.5. 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 to guard against those risks so identified by ICSA.
- 5.6. 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 inform the user in writing thereof.
- 5.7. ICSA shall, at any time during the processing of personal information, provide the user access to their personal information kept on record in accordance with applicable law.

6. FEES AND PAYMENT

- 6.1. Once a user is 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.
- 6.2. Payments need to be made via EFT to the bank account of ICSA and the proof of payment must be sent to ICSA at admin@icsacademy.co.za.
- 6.3. All fees are exclusive of Value Added Tax.

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 of the particular course material on the ICSA platform.
 - 7.2. ICSA will maintain its status as a recognised CPD provider and ensure that the applicable courses made available to users are CPD approved during each CPD cycle by a relevant professional body.
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