



TERMS AND CONDITIONS FOR THE USE OF THE NATIONAL ELECTRONIC MEDIA INSTITUTE OF SOUTH AFRICA'S DIGITAL SKILLS PLATFORM

These Terms and Conditions include the following sections:

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| TERMS AND CONDITIONS FOR THE USE OF THE NATIONAL ELECTRONIC MEDIA INSTITUTE OF SOUTH AFRICA'S DIGITAL SKILLS PLATFORM..... | 1 |
| These Terms and Conditions include the following sections: | 1 |
| Standard Terms for the Use of Online and Blended Courses | 2 |
| 1. DEFINITIONS | 2 |
| 2. THE SERVICES | 3 |
| 3. DSP USE..... | 3 |
| 4. CANCELLATION | 4 |
| 5. PROVISION FOR CONTENT HOSTED ON THE NEMISA DSP | 4 |
| 6. LIABILITY | 5 |
| 7. INTELLECTUAL PROPERTY | 5 |
| 8. CONFIDENTIALITY | 6 |
| 9. TERMINATION..... | 6 |
| 10. ASSIGNMENT | 6 |
| 11. ENTIRE AGREEMENT | 7 |
| 13. FORCE MAJEURE & INTERFERENCE | 7 |
| 14. DATA PROTECTION | 7 |
| 15..FEES..... | 8 |
| .16. LAW AND JURISDICTION | 8 |
| 16. REFERENCES..... | 8 |

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 Executive Directors: Mr William Trevor Rammitlwa (CEO)
 Company Secretary: Ms Fahmida Yacoob Valla

Standard Terms for the Use of Online and Blended Courses

Welcome to NEMISA's Digital Skills Platform. This platform is hosted for the use of all South Africans as a means to eSkill the country. The platform offers courses on Digital Literacy and 4IR technology for the sole purpose of skilling, upskilling and reskilling South Africans.

These terms and conditions apply to Services provided by The National Electronic Media Institute of South Africa (NEMISA). The National Electronic Media Institute of South Africa was established as a non-profit company as contemplated in the Companies Act 71 of 2008, as amended, and is listed as a schedule 3A public entity in terms of the Public Finance Management Act 1 of 1999.

NEMISA derives its mandate from the Department of Communications and Digital Technologies, which was formed subsequent to the merger of the Department of Telecommunications and Postal Services (DTPS) and the Department of Communication.

We can be contacted on: info@nemisa.co.za or +27 11 484 0583
www.nemisa.co.za
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Please read these terms and conditions carefully before using an Online Course and/or Blended Course and print a copy for your records.

1. DEFINITIONS

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the receiving party.

“Course Materials” means the information provided by NEMISA in the form of their online learning content as well as any course material that may be provided to accompany a course whether it is an electronic copy or a hard copy.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by NEMISA of any online course pursuant to which you learn course materials remotely.

“Services” means the provision of the Online Course and/ or the Course Materials together with such other services as agreed from time to time.

“Blended Course” means a course taught by us or our stakeholders in which you attend a classroom setting in persona as well as accessing the online learning content.

“Digital Skills Platform (DSP)” means <https://dsp.nemisa.co.za>

“you” which shall be used interchangeably with the word “user” refers to the individual using the Services

2. THE SERVICES

- 2.1. A description of the Services together with the course requirements are available on our Digital Skills Platform. We will provide the Services with reasonable care and skill in accordance with the description set out on the platform.
- 2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.
- 2.3. We expect you to confirm that the Services you are using meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your use and completion of any of the Services.
- 2.4. NEMISA furthermore reserves the right to modify or amend these Terms and Conditions at any time. Changes to these terms and conditions shall become effective upon such amendments being posted on this website, subject to the provisions of section 49 of the Consumer Protection Act, 68 of 2008
- 2.5. The user warrants and represents that all information supplied by NEMISA, is true, correct and complete and indemnifies and holds against all claims, of whatever nature, that arise, directly or indirectly, as a result of any incorrect information being supplied by it.

3. DSP USE

Using Services via the DSP

- 3.1. In order to use any of the Services online, you must register for an account with us via the DSP. If you already have an account with us, you can log into your account using your username and password.
- 3.2. Any user who logs into the DSP using a valid username and password is deemed to be authorised to do so by NEMISA.
- 3.3. All users must choose their affiliation upon registration on the DSP. NEMISA cannot be held liable for users who erroneously select the incorrect affiliation. Should this happen, users are requested to contact NEMISA on dspsupport@nemisa.co.za to report the mistake and NEMISA will undertake to change the affiliation.
- 3.4. If a User registers an account on the DSP, his/her registered email shall automatically become the chosen email account to which any correspondence will be sent. The User can change it any time with another email account by accessing their profile and changing online.
- 3.5. All users visiting the DSP can browse the DSP and have access to informative content. Where the content hosted on the platform is contributed or sponsored by our CoLabs, affiliates or stakeholders we will identify the contributor.

- 3.6 NEMISA reserves the right to refuse to open a User Account and/or to refuse any Content submitted by a User, and/or to delete or suspend the Users Account and the related User Profile if it comes to the attention of NEMISA and/or one of its CoLabs, affiliates or stakeholders that the User's Profile has fake or false or non-accurate data, at any time.
- 3.7 Each User account and User profile is personal and non-transferable. Each user is responsible to maintain the secrecy and non-disclosure of their username and password from third parties. The user also undertakes to not provide their username and password to any third party and not share their secret password with anyone else.
- 3.8. NEMISA and all users acknowledge and agree that their relationship shall at all times be governed by the principle of good faith and undertake to exercise their responsibilities towards each other with an appropriate degree of professionalism, transparency, mutual respect and consideration.

4. CANCELLATION

Should a user wish to cancel their registration on the NEMISA DSP they may email NEMISA at dspsupport@nemisa.co.za and request to be removed.

5. PROVISION FOR CONTENT HOSTED ON THE NEMISA DSP

Submission of comments in the Chat and the use of the Forums

- 5.1 All users may read and post comments on the Forums and the Chats.
- 5.2 To post comments the users are required to have a User Account.
- 5.3 Any comments posted on the DSP could be deleted if the users post anything deemed to be inappropriate, inflammatory, or considered speech that is harmful or contravenes section 16(2) of the Constitution of the Republic of South Africa which provides that the right to freedom of expression does not extend to (a) propaganda for war; (b) incitement of imminent violence; or (c) advocacy of hatred that is based on race, ethnicity, gender or religion, and that constitutes incitement to cause harm.
- 5.4. Users may not post comments on the DSP for illegal purposes, harmful purposes and the creation, storage and sending of unsolicited commercial communications.
- 5.5. NEMISA shall in no way be liable for any damage caused as a result of the use of the Forums or Chats. NEMISA does not endorse nor in any way represent any opinion expressed by the users through the forms or chats.
- 5.6. NEMISA holds no responsibility for any loss or damage that may be caused to any third party and/or user due to the views of the users posting the comments however, 5.3 will be implemented as soon as detected.

6. LIABILITY

- 6.1. Although NEMISA aims to provide the Services to the highest standards of the industry, neither it, nor its CoLabs, affiliates or stakeholders accept any liability for:
 - 6.1.1. any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Users on any such information;
 - 6.1.2. any loss or corruption of data;
 - 6.1.3. any damage, loss of profit, revenue or goodwill; or
 - 6.1.4. any indirect, special or consequential loss arising from any breach of the terms of this Agreement.
- 6.2. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties, or other terms shall apply to the Services
- 6.3. Nothing in this Agreement shall exclude or limit NEMISA's liability for:
 - 6.3.1 death or personal injury caused by negligence;
 - 6.3.2 fraudulent misrepresentation; or
 - 6.3.3 any other matter which under South African law may not be limited or excluded.
- 6.4. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by NEMISA.

7. INTELLECTUAL PROPERTY

- 7.1. All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Blended Courses are, and remain, the intellectual property of NEMISA, whether adapted, written for, or customised for the user or not.
- 7.2. You are not authorised to:-
 - 7.2.1 copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;
 - 7.2.2. record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given;
 - 7.2.3. use the Course Materials in the provision of any other course or training whether given by us or any third-party facilitator;
 - 7.2.4. remove any copyright or other notice of NEMISA on the Course Materials; and

- 7.2.5. modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

8. CONFIDENTIALITY

- 8.1. Users agree and acknowledge that the information contained in the DSP is the property of NEMISA and will refrain from sharing such information with a third party specifically including direct competition.
- 8.2. Users acknowledge that our information is proprietary and that we would be materially damaged by the disclosure or plagiarism of our course material and as such we will be obliged to seek injunctive relief.

9. TERMINATION

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- 9.1.1. act in an aggressive, bullying, offensive, threatening, or harassing manner towards any employee of NEMISA or their affiliates including CoLabs and Stakeholders, any teacher or lecturer who provides the Blended Courses or any student who attends any online or blended course.
- 9.1.2. cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services.
- 9.1.3. intentionally or recklessly damage our property or the property of our employees, affiliates, CoLabs or stakeholders or other students attending blended or online courses.
- 9.1.4. are intoxicated through alcohol or illegal drugs while participating in a blended learning course.
- 9.1.5. commit any criminal offence against our employees or students.
- 9.1.6. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10(restrictions) shall continue notwithstanding such termination.

10. ASSIGNMENT

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred, ceded or assigned to any other person.

11. ENTIRE AGREEMENT

These terms and conditions are the entire agreement between the parties and such parties supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. WARRANTIES

Both NEMISA and the user warrant that they are legally entitled to enter into this Agreement, that the performance under this Agreement will not in any way constitute an infringement of any person's rights including the intellectual property rights of any third party, furthermore that the user's entry into and performance of this Agreement does not and will not violate any agreement to which it is a party or is binding to it.

13. FORCE MAJEURE & INTERFERENCE

- 13.1. If the performance of the service described in this agreement or any obligation hereunder is prevented, restricted or interfered with by force majeure or other unavoidable interference, NEMISA shall be excused from such performance to the extent of such prevention, restriction or interference but shall use its best endeavours to avoid such force majeure or interference, and shall continue performance hereunder with the utmost dispatch whenever the same becomes possible.
- 13.2. For the purpose of the foregoing, "force majeure" shall be construed as including but shall not be limited to war, earthquake, fire, power failures, flood, tempest, act of God or of government, strikes by employees and any other industrial disputes; and all other causes beyond the control of NEMISA affected thereby. "Interference" shall mean the unavoidable and unanticipated acts or requests of people, authorities, or organisations, as well as physical barriers or parameters, which prevent the performance of the affected Party's duties or obligations.
- 13.3. NEMISA shall have no liability to the user for any loss or damages suffered as a result of *force majeure*.

14. DATA PROTECTION

NEMISA shall take all reasonable steps to protect the personal information of users and for purposes of this agreement, this shall be governed by the Protection of Personal Information Act 4 of 2013 "POPI"

See NEMISA Online Privacy Notice. [\[LINK\]](#)

15..FEES

- 15.1 At this stage, all material on the NEMISA DSP is available free of charge.
- 15.2 NEMISA reserves the right to add additional Paid for Courses to the NEMISA site at any point Should this happen the Terms and Conditions will be updated to provide the framework within which course purchases can be made. All account holders will be notified of such a change.

.16. LAW AND JURISDICTION

These terms and conditions are created, maintained and controlled in the Republic of South Africa and you agree that they are governed by the law of the Republic of South Africa. The South African courts will have exclusive jurisdiction on any dispute arising from these terms and conditions.

16. REFERENCES

- 16.1. <https://elearningindustry.com/legal/platform-terms-and-conditions>
- 16.2. <https://help.disqus.com/en/articles/1717102-terms-of-service>
- 16.3. <https://www.fitchlearning.com/general-terms-and-conditions-online-and-taught-courses>
- 16.4. https://docs.moodle.org/28/en/Site_policies#Site_policy_URL
- 16.5. <https://popia.co.za/section-12-collection-directly-from-data-subject/>
- 16.6. <https://www.onlinebushcraftcourses.com/pages/terms-and-conditions-of-online-courses>