

# DNL Training Terms of Use

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PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS OF USE") CAREFULLY BEFORE ACCESSING OR PARTICIPATING IN ANY CHATROOM, NEWSGROUP, BULLETIN BOARD, MAILING LIST, WEBSITE, TRANSACTION OR OTHER ON-LINE FORUM, COURSE, OR SERVICE MADE AVAILABLE BY DNL TRAINING ("DNL TRAINING") AT ENTRY-POINT URL (<http://www.dnltraining.com>) AND ITS RELATED WEBSITES ("SITE" OR "SITES"). BY USING AND PARTICIPATING IN THE SITES, YOU SIGNIFY AND ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AND AGREE THAT THE TERMS OF USE CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND DNL TRAINING, AND THAT YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, PLEASE DO NOT ACCESS THE SITES. THE FACILITATORS ARE THIRD PARTY BENEFICIARIES OF THE AGREEMENT AND MAY ENFORCE THOSE PROVISIONS BELOW THAT RELATE TO THE FACILITATORS.

## Age Restrictions

Registration and participation on the site is restricted to those individuals over 18 years of age, emancipated minors, or those who possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. By registering or participating in services or functions on the site, you hereby represent that you are over 18 years of age, an emancipated minor or in possession of consent by a legal parent or guardian and have the authority to enter into the terms herein. In any case, you affirm that you are over the age of 18 as the site is not intended for persons under 18. If you are under 18 years of age, do not use the site. In addition, those who wish to register and participate must meet the minimum requirements laid out in the Terms of Use (this document) and abide by the **Honour Code** herein. In addition, certain courses may have additional eligibility requirements, as specified on the course website. If you do not qualify or do not agree to these terms, you may not use the Site.

## Right of Modification

We reserve the right to change or modify the Terms of Use at our sole discretion at any time. Any change or modification to the Terms of Use will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the site after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms of Use.

## Disclaimer

Sites may include forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the User Content (as defined below) on these sites, nor any links to other websites, are screened, moderated, approved, reviewed or endorsed by DNL Training. By posting to or viewing such forums, you agree that DNL Training and any of its personnel are not responsible or liable for the content of any postings therein. DNL Training reserves the right (but not the obligation) to remove any content from such forums in its discretion.

## Rules for Online Conduct

You agree to use the site in accordance with all applicable laws. Further, you agree that you will not use the site for organized partisan political activities. You further agree that you will not e-mail or post any of the following content ("Prohibited Content") anywhere on the Site, or on any other DNL Training computing resources:

- Content that defames, harasses or threatens others
- Content that discusses illegal activities with the intent to commit such activities, or encourages others to commit such activities
- Content that infringes or misappropriates another's intellectual property rights, including, but not limited to, copyrights, trademarks or trade secrets
- Content that you do not have the right to disclose under contractual confidentiality obligations or fiduciary duties
- Material that contains obscene (i.e., pornographic) language or images
- Advertising, promotional materials, or any form of commercial solicitation
- Content that otherwise harms other users or visitors to the Sites
- Content that is otherwise unlawful or that violates any applicable local, state, national or international law.
- Content that probes, scans, or tests the vulnerability of any system or network
- Content that breaches or otherwise circumvents any security measures

- Content that interferes with or disrupts any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any other user or part of the Sites
- Content that plants malware or otherwise uses the site to distribute malware

Although DNL Training does not routinely screen or monitor content posted by users to the site, DNL Training reserves the right to remove Prohibited Content of which it becomes aware, but is under no obligation to do so.

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the site without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

In addition, as a condition of accessing the site, you agree not to (a) reproduce, duplicate, copy, sell, resell or exploit any portion of the site other than as expressly allowed under these Terms of Use; (b) use DNL Training's or any Participating Institution's name, trademarks, server or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high-volume, automated or electronic means to access the site (including without limitation, robots, spiders, scripts or web-scraping tools); (d) frame the site, place pop-up windows over its pages or otherwise affect the display of its page; or (e) interfere with or disrupt the Sites or servers or networks connected to the site, or disobey any requirements, procedures, policies or regulations of networks connected to the site.

Finally, you agree that you will not access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity while using the site.

## User Accounts

In order to fully participate in all site activities, you must register for a personal account on the site (an "Account") by providing an Account User name and a password for your Account. You agree that you will never divulge or share access or access information to your Account with any third party for any reason. You also agree to that you will create, use, and access only one Account, and that you will not access the site using multiple Accounts.

In setting up your Profile, you may be prompted or required to enter additional information, including but not limited to your name, identification number and location. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by

you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the site.

## Privacy Policy

You understand that any personal information you submit to DNL Training on the sites will be treated by DNL Training in the manner described in the [Privacy Policy](#).

## Online Course and Certifications

The site will, from time to time, offer online courses in a specific area of study or on a particular topic (an "Online Course"). DNL Training and the Facilitators of the online courses reserve the right to cancel, interrupt or reschedule any course or modify its content as well as the point value or weight of any assignment, exam or other evaluation of progress. Online courses offered are subject to the Disclaimer of Warranties / Limitation of Liabilities section below.

For some courses, subject to your satisfactory performance in the online course as determined in the sole discretion of the Facilitators and DNL Training, you may be awarded a statement of accomplishment on your completion of the course ("Certificate of Achievement"). This certificate, if provided to you, would be from DNL Training. You acknowledge that the Certificate of Achievement, if provided to you, will not be accredited any SETA or National Training Authority. Further, DNL Training offers the right to offer or not offer any such statement of accomplishment for a course. You acknowledge that the Certificate of Achievement, and DNL Training's online courses, will not stand in the place of a course taken at an accredited institution, and do not convey academic credits. You acknowledge that neither the Facilitators of any course nor DNL Training will be involved in any attempts to get the course recognized by any educational or accredited institution, unless explicitly stated otherwise by DNL Training. The format of the statement of accomplishment will be determined at the discretion of DNL Training and the Facilitators, and may vary by course in terms of formatting, e.g., whether or not it reports your detailed achievements in the course, and in other ways

You may not take any course offered by DNL Training or use any statement of accomplishment as part of any tuition-based or for-credit certification or program for any college, university, or other academic institution without the express written permission from DNL Training. Such use of a course or statement of accomplishment is a violation of these Terms of Use.

In the event of you requiring credits for any course offered by DNL Training that carries programme approval from any educational or accredited institution or a National Training Authority and that are offered against recognised and registered unit standards, you will be

required to submit an original signed and dated copy of a completed assessment portfolio to DNL Training within the required time-frames. The submitted assessment must be in your own handwriting and the accompanying “Declaration of Authenticity” must be completed and signed by you

Credit bearing “Certificates of Competence” will only be issued once your assessment has passed the relevant training authorities Quality Assurance scrutiny and requirements.

Any learner enrolling on a course will be required to indicate upon registration whether they will be requiring assessment of the course for credits against registered unit standards

## Disclaimer of Student-Training Institution Relationship

You agree and acknowledge that nothing in these Terms of Use or otherwise with respect to your access or use of any online course or site (a) establishes any relationship between you and any other educational or training institution with which DNL Training may be affiliated, (b) enrolls or registers you in any other educational or training institution, or in any course offered by any other educational or training institution, or (c) entitles you to access or use the resources of any other educational or training institution beyond the online courses provided by the sites.

## Permission to Use Materials

All content or other materials available on the sites, including but not limited to code, images, text, layouts, arrangements, displays, illustrations, audio and video clips, HTML files and other content are the property of DNL Training and/or its affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual property rights under South Africa / Namibia and foreign laws. In consideration for your agreement to the terms and conditions contained here, DNL Training grants you a personal, non-exclusive, non-transferable license to access and use the sites. You may download material from the sites only for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material, nor may you modify or create derivatives works of the material. The burden of determining that your use of any information, software or any other content on the site is permissible rests with you.

In connection with your participation in an online course, you will have the ability to access or download content or other course-related materials provided by other Users taking the course. While DNL Training requires users to comply with the DNL Training Terms of Service in providing User Content, DNL Training cannot guarantee that any such User Content will be free of viruses, worms, back doors, Trojan horses or other contaminants which may harm your computer, tablet, hand-held device or any programs or files therein. DNL Training disclaims any responsibility or

liability relating to your access or download of such User Content. Accordingly, DNL Training recommends that you only download or access files from a trusted source and implement security measures to scan downloaded files for contaminants.

## User Material Submission

The sites may provide you with the ability to upload certain information, text, or materials, including without limitation, any information, text or materials you post on the sites' public forums such as the wiki or the discussion forums ("User Content"). With respect to User Content you submit or otherwise make available in connection with your use of the site, and subject to the **Privacy Policy**, you grant DNL Training and the Facilitators a fully transferable, worldwide, perpetual, royalty-free and non-exclusive license to use, distribute, sublicense, reproduce, modify, adapt, publicly perform and publicly display such User Content. To the extent that you provide User Content, you represent and warrant to DNL Training and the Facilitators that (a) you have all necessary rights, licenses and/or clearances to provide and use User Content and permit DNL Training and the Facilitators to use such User Content as provided above; (b) such User Content is accurate and reasonably complete; (c) as between you and DNL Training, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content and (d) such User Content does not and will not infringe or misappropriate any third party rights (including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement or misrepresentation or unfair business practice.

The site may also provide you with ability to upload or send information to DNL Training regarding the site or related services ("Feedback"). By submitting the feedback, you hereby grant DNL Training and the Facilitators an irrevocable license to use, disclose, reproduce, distribute, sublicense, prepare derivative works of, publicly perform and publicly display any such submission.

## Links to Other Sites

The sites may include hyperlinks to sites maintained or controlled by others. Neither DNL Training nor the Facilitators are responsible for nor do they routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at these sites.

## Online Education Research

Records of your participation in courses may be used for researching online education. In the interests of this research, you may be exposed to slight variations in the course materials that will not substantially alter your learning experience. All research findings will be reported at the aggregate level and will not expose your personal identity.

## Fees and Taxes

In selected courses, you may have the option to enrol for additional services / courses (e.g., discounted courses that are relevant to the course you are enrolling for) for a fee. Unless otherwise stated, all fees are quoted in South African Rands. You are responsible for paying all fees and applicable taxes associated in a timely manner with a payment accepted by the site. If your payment method fails your access to your online profile will be revoked with immediate effect. DNL Training reserves the right to change the fees at any time in its sole discretion. Any change, update, or modification will be effective immediately upon posting on our site.

## Refund Policy

If you elect to cancel your participation in a course, DNL Training will offer you a complete refund up until twenty-four (24) hours after the date of registration on the course. After that, if you are unable to complete the course, you will be given a course credit valid for one year from the date of issue. This coupon will only be valid for a future offering of the exact same course.

If you are found to be in violation of any of DNL Training's terms and conditions, you will not be issued a credit.

To request a credit, please [contact us](#).

## Choice of Law/Forum Selection

Sites are managed by DNL Training, located in Velddrif, Western Cape, Republic of South Africa. You agree that any dispute arising out of or relating to these Terms of Use or any content posted to a site, including copies and republication thereof, whether based in contract, tort, statutory or other law, will be governed by the laws of the Republic of South Africa or any other country within the SADC region, whichever is applicable, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the courts located in and serving Velddrif, Western Cape, South Africa as the legal forum for any such dispute.

Excluding claims for injunctive or other equitable relief, for claims related to the DNL Training sites where the total amount sought is less than ten thousand Rands (R10,000.00), either DNL Training or you may elect at any point during the dispute to resolve the claim through binding, non-appearance-based arbitration. The dispute will then be resolved using an established alternative dispute resolution ("ADR") provider, mutually agreed upon by you and DNL Training. The parties and the selected ADR provider shall not involve any personal appearance by the parties or witnesses, unless otherwise mutually agreed by the parties; rather, the arbitration shall be conducted, at the option of the party seeking relief, online, by telephone, online, or via written submissions alone. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

## Disclaimer of Warranty / Limitation of Liabilities

**THE SITES AND ANY INFORMATION, PRODUCTS OR SERVICES THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DNL TRAINING AND ITS STAFF (THE "DNL TRAINING PARTIES") DO NOT WARRANT, AND HEREBY DISCLAIM ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY ONLINE COURSE, SITE, INFORMATION OBTAINED FROM A SITE, OR LINK TO A SITE. THE DNL TRAINING PARTIES DO NOT WARRANT THAT SITES WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT SITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, THE DNL TRAINING PARTIES DO NOT WARRANT THAT (A) THE ONLINE COURSES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE ONLINE COURSES WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE ONLINE COURSES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE ONLINE COURSES WILL BE CORRECTED. NONE OF THE DNL TRAINING PARTIES MAKE ANY REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SITE, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE ONLINE COURSES MAY BE IMPAIRED. THE DNL TRAINING PARTIES DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR THE ACCESS OR USE OF THE ONLINE COURSES OR ANY INFORMATION OR SERVICES RELATED TO THEM.**

**YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE ONLINE COURSES OR SUCH INFORMATION OR SERVICES IS AT YOUR OWN RISK.**

**EXCEPT AS PROHIBITED BY LAW, YOU AGREE THAT THE DNL TRAINING PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE AN ONLINE COURSE, SITE, DATA LOSS, YOUR PLACEMENT OF CONTENT ON A SITE, YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH AN ONLINE COURSE OR THE SITE, OR ANY OTHER POTENTIAL CLAIMS RELATED TO THE ONLINE COURSES OR THE SITE.**

**EXCEPT AS PROHIBITED BY LAW, THE DNL TRAINING PARTIES WILL NOT HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS OF USE, YOUR USE OR INABILITY TO USE ANY ONLINE COURSE OR THE SITE, DATA LOSS, ANY PURCHASES ON THIS SITE, YOUR PLACEMENT OF CONTENT ON THE SITE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH ANY ONLINE COURSE OR THE SITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. DNL TRAINING'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE USER'S USE OF THE DNL TRAINING SITE WILL NOT EXCEED TWENTY RANDS (R20) OR THE TOTAL AMOUNT OF FEES RECEIVED BY DNL TRAINING FROM THE USER FOR THE USE OF THE DNL TRAINING SITES DURING THE PAST 12 MONTHS OF USE, WHICHEVER IS GREATER.**

**YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF SERVICE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE DNL TRAINING PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO DNL TRAINING'S ABILITY TO MAKE THE DNL TRAINING SITES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.**

**YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE DNL TRAINING SITES MUST COMMENCE WITHIN ONE (1) MONTH AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

# Copyright Policy

The South African Copyright Act 98 of 1978 (the “Copyright Act”) and its applicable amendments provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under South African copyright law.

If you believe in good faith that materials on the DNL Training sites infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow DNL Training to locate the material on the Site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices must meet the then-current statutory requirements imposed by the Copyright Act; see <http://www.polity.org.za/article/copyright-amendment-act-no-9-of-2002-2002-01-01> for details.

Notices and counter-notices with respect to the Site should be sent to:

Copyright Agent

DNL Training

PO Box 835

Velddrif

7365

South Africa

[info@dnltraining.com](mailto:info@dnltraining.com)

(+2722) 783-0537

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the Copyright Act.

## Indemnification

You agree to indemnify, defend and hold harmless DNL Training and the Facilitators, their respective subsidiaries and affiliates, and each of their respective officers, directors, agents, employees, and assignees from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of (a) your use or attempted use of the site or online courses in violation of the Terms of Use; (b) your violation of any law or rights of any third party, or (c) information that you post or otherwise make available on the site or through the online courses, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

## Termination Rights

You agree that each of DNL Training and the Facilitators, in their sole discretion, may terminate your use of the site or your participation in it thereof, for any reason or no reason and that none of the DNL Training Parties shall have any liability to you for any such action. You further acknowledge that for the purpose of any DNL Training course your sole relationship with DNL Training or the Facilitator is as defined in these Terms of Use; for the avoidance of doubt, you do not have student / learner status at any Institution through a DNL Training course and you are not entitled to any grievance or other resolution process for student disputes at any Institution.

You further agree that DNL Training has the right to cancel, delay, reschedule or alter the format of any Online Course at any time, and that none of the DNL Training Parties shall have any liability to you for any such action. If you no longer desire to participate in the site, you may terminate your participation therein upon notice to DNL Training.

## Honour Code

All learners participating the course must agree to abide by the following code of conduct:

1. I will register for only one account/profile.
2. My answers to homework, quizzes, exams and assessments will be my own work (except for assignments that explicitly permit collaboration).
3. I will not make solutions to homework, quizzes, exams or assessments available to anyone else. This includes both solutions written by me, as well as any official solutions provided by the course staff.
4. I will not engage in any other activities that will dishonestly improve my results or dishonestly improve/hurt the results of others.