

## TERMS AND CONDITIONS OF PARTICIPATION IN eLEARNING WITH THE CDI

1. The CDI eLearning Project (“the Project”) has been developed by the Craft and Design Institute (CDI).
2. In order to participate in any eLearning via the Project or associated Website/s, you (“you”) are required to be a registered CDI member.
3. The Project enables CDI members to access quality eLearning products, either free of charge or paid, directed at increasing the sustainability of their businesses, amongst other outcomes, and to secure digital certificates for modules completed successfully and in accordance to these terms. In some cases, various forms of online and/or offline support may be provided.

### Terms and conditions

4. You may not access or participate in the Project or associated Website/s unless you agree to abide by the [terms and conditions](#) of use of the CDI’s Websites (available here: <https://www.thecdi.org.za/resource/resmgr/websites/CDIWebsiteTerms.pdf>) as supplemented by these terms and conditions of participation in eLearning (“the Terms”). If you do not agree with any of the applicable terms and conditions, then you must refrain from participating in the Project. If you breach any of the Terms, we may suspend your access to the Project and/or Website, without prejudice to our other rights.
5. If you are under the age of eighteen (18) years, you must obtain the consent and assistance of your parent or legal guardian to enter into these Terms or register for a Course.
6. The Terms govern your use of the Project’s products and services (such as website services and course content), as well as your registration for any short course or other program (“Course”) offered by the Project.
7. The CDI reserves the right, in our sole discretion, to amend the terms and conditions governing participation in the Project. Such amendments will replace any previous terms, will be made available on the Website, and will apply from the time of publication on the Website. It is your responsibility to acquaint yourself with the terms and conditions as modified from time to time. Each time you access and/or use and/or participate on the Website, you will be deemed to have consented, by such access and/or use and/or participation, to the terms as amended from time to time. If you are not satisfied with any amended terms, you are required to refrain from accessing or using the Website and to withdraw from participating in the Project.
8. All information (including personal information) provided to us on registration as a member, on creating an account, or while accessing the Project’s services and Courses, must be true, accurate and complete. You are also responsible for updating us in the event of any change to your information. All personal information will be responsibly processed in accordance with our [Privacy Policy](#)

(available here:

<https://www.thecdi.org.za/resource/resmgr/websites/CDIPrivacyPolicy.pdf>)

9. Subject to the Terms, and to the payment of any applicable fees, we grant you a limited, personal, non-exclusive, non-transferable and revocable license to use our services and products, including all services associated with our Courses, and the Website/s through which Course content is accessed.
10. Before registering for any Course, you are responsible for satisfying yourself as to the relevance and suitability of the Course for your individual requirements, through consideration of the information supplied through our Website/s, and making further enquiries if necessary.
11. You will only receive confirmation of your registration for a Course, and be allowed access to the Course content, once you have made the required minimum payment for the Course (unless the Course is offered free of charge). There may also be a delay of access to the course content until you are formally enrolled in our records, or until a Course commencement date.

### **Course requirements**

12. Registration is, as a general rule, done online through the links provided on the Website/s.
13. In order to complete a Course, you will need a current email account and access to a computer or appropriate web-enabled mobile device, and the internet. You should be familiar with using a computer and accessing the internet. In addition, you may need to install Adobe Reader to read notes and Adobe Flash Player to view video resources available in a Course module. Both Adobe applications are available for free download:

Adobe Reader: <https://get.adobe.com/reader/?promoid=BUIGO>

Adobe Flash Player: <https://get.adobe.com/flashplayer/?promoid=BUIGP>

14. Certain Courses may require additional software and resources. These additional requirements will be communicated to members upon registration and/or at the beginning of the Course.
15. You are obliged to source and obtain access to the necessary software and resources required for Course completion at your own cost, and we shall not be held liable for any consequences of the use of such software or resources. We do not endorse, nor are we affiliated with, the entities responsible for recommended or required software and resources. We may change the Course requirements for a particular Course at any time.
16. The Project is not responsible for technical support for any external websites. If you have any queries relating to external websites, you are required to contact the support services of the relevant websites directly. We will not be liable for

any costs, claims or damages that you may suffer as a result of your use of, or failure to access, any external website.

17. You may be required to verify your identity with an official identity document, which reflects the name provided upon registration, for authentication and record purposes. Non-submission of valid identification in accordance with standard verification processes may result in your digital certificate being withheld upon completing a Course successfully.

### **Course delivery**

18. The language of instruction and administration for all Project Courses is English, and all coursework required for assessment purposes must be written in English.
19. Upon your final enrolment for a Course, you will be able to access the Course content through your existing CDI login profile. If you are suspended from participation in a Course (for non-payment of fees or any other valid reason), we may suspend access to your profile on the Website/s. Please note that there may be some time delay between registration and enrolment.
20. Only members who are registered for a Course may participate in that Course. You may not divulge your username or password to any other person, may not permit any other person to participate in the Course on your behalf, and may not impersonate any other person in dealing with the Project or access the Website/s using another person's username and password.
21. You agree that you will contact us immediately if you experience any unauthorised use of your profile details. You accept that you are responsible for the consequences of your use of your profile, and for maintaining it and all information on it. We do take security seriously, but as the user, you accept all risks of any unauthorised access that could occur regarding your information.
22. The Website/s may not be fully compatible with all mobile devices, including all smartphones and tablets. If this is the case, then you may require access to a desktop computer or a laptop computer (at your own cost) in order to access and participate effectively in the Project.
23. We are constantly changing and improving our services and Courses. We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether, giving enrolled students reasonable prior notice of any material changes.

### **Prohibited use**

24. You are prohibited from doing the following:
  - a. Making available copies of the Course content on a network server or web server for use by others;

- b. Using, displaying or otherwise making available the Course content, or any other materials, in an electronic format that enables it to be downloaded or distributed to any third party via mobile devices or shared in any peer-to-peer or similar file sharing arrangement, or by any other means;
- c. Sublicensing, reselling, renting, lending, assigning, ceding, donating or otherwise transferring or distributing the Course content or the rights granted under these Terms;
- d. Reverse engineering, decompiling, or disassembling any software that is contained within Course content or on the Website/s;
- e. Removing any notice of copyright, trademark or other proprietary right from any place where it is on or embedded in the Course content (an example of this would be to edit the IPTC data).

### **Course assessment**

- 25. All courses are based on continuous assessment and there are no examinations, unless stipulated otherwise for a specific Course.
- 26. Modules may include assignments that count towards the final Course result.
- 27. Plagiarism can be defined as the intentional or unintentional use of another's work without providing reasonable and appropriate credit to the author or source of the work. Plagiarism in assignment submissions is treated extremely seriously. If you are found guilty of plagiarism you may receive zero for the relevant assignment submission, and as a result may not have a certificate issued to you.

### **Student conduct**

- 28. The discussion and/or chat forums on our Website/s serve as a platform for academic collaboration and enrich the learning experience through dynamic engagement and healthy debate.
- 29. We retain the right to monitor and remove posts on the forums (or any information otherwise disseminated through the Website or Project) to ensure that the environment remains constructive and that the integrity of interaction is maintained.
- 30. To the extent that any person is harmed by your comments, we shall not be held responsible for your behaviour and you hereby release us from and indemnify us against any such liability.
- 31. Your attention is drawn to the provisions of the [Website Terms of Use](#) (available here: <https://www.thecdi.org.za/resource/resmgr/websites/CDIWebsiteTerms.pdf>) governing prohibited conduct.

32. In addition, you undertake not to use our services to promote any business or enterprise, unless we have granted you prior written permission to do so, or unless this forms part of a Course requirement.

### **Pricing, payment and delivery**

33. When you register for a Course, you agree to pay the applicable Course fee and such other amounts as may be due by you arising from your participation in the Course. Payment is required in advance, before access is permitted to Course content.
34. Payment shall be made using Payfast, accessed via external links to our Website, either by credit card or by EFT.
35. Your tax invoice shall be sent to you in electronic format, to the email address that you provided upon registering for a Course.
36. If there is a dispute between us relating to the payment of any Course fee, or the way in which you participate in the Project or use the Website/s, we may at our sole discretion suspend your participation in the Course and/or access to your profile on the Website/s for the period of the dispute.
37. The purchase of access to any Course is final, and no refund shall be payable should you elect to cancel your participation for any reason.
38. If the CDI cancels your participation in a Course for reasons unrelated to your conduct (in the form of acts or omissions), participation in the Project or use of the Website/s, or compliance or otherwise with the Terms, then the CDI shall allow you either a credit towards registering for alternative Course/s, or a refund of your payment.

### **Certification**

39. Digital certificates of completion or attendance will be issued in your name upon successfully completing a Course according to the stipulated requirements for award of a certificate. No certificate will be issued to you if you do not meet the stipulated requirements for the award of a certificate. The following points should be noted in relation to certificates:
  - a. No graduation ceremonies are held to issue certificates.
  - b. Certificates will generally be made available for download from the platform, or may at our election be emailed to you at your given email address. We may, at our election, make physical certificates available to members at a cost.

- c. We cannot guarantee the delivery date and time of a certificate.
- d. No changes can be made to the standard form or wording of a certificate for any reason.

### **Limitation of liability and indemnity**

- 40. We will not, under any circumstances, be liable for any costs, claims or damages that you may sustain or suffer as a result of registering for and/or participating in any Course or other service offered by us. Under no circumstances do we guarantee your suitability for a particular Course. To the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss (such as loss of profits, business, goodwill, revenue or anticipated savings) or other damages of any kind, penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts that you or any third party might suffer that relates to or arises from these Terms, your participation in a Course, or termination of a Course for any reason, whether or not anyone anticipated or should have anticipated that damages would occur. In no event shall our aggregate liability to you for any and all claims exceed the total amount of fees received from you in the six months preceding any cause of action.
  
- 41. To the greatest extent possible under applicable law, you hereby unconditionally and irrevocably indemnify us, our employees, officers, agents, subcontractors, subsidiaries and affiliates and agree to hold us, our employees, officers, agents, subcontractors, subsidiaries and affiliates free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by us, our employees, officers, agents, subcontractors, subsidiaries or affiliates, or instituted against us, our employees, officers, agents, subcontractors, subsidiaries or affiliates, in respect of any demand, action, application or other proceedings, including legal costs on the attorney and own client scale and related costs such as tracing fees, arising directly or indirectly out of or in connection with:
  - a. these Terms;
  - b. your registration for and/or participation in and/or suspension from a Course;
  - c. your use of the Website/s, including but not limited to your use in a way that does not comply with these Terms;
  - d. transfer of your profile to another person; and
  - e. another person accessing your profile without your consent.
  
- 42. You acknowledge and agree that from time to time, the Website/s or their content may be inaccessible or inoperable, by reason of one or more of the following:

- a. Equipment malfunctions or faults.
  - b. Periodic maintenance procedures, downtime, or repairs that we may undertake from time to time.
  - c. 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.
43. Such interruption to the accessibility of the Website/s or their content will not be deemed a breach of this Agreement under any circumstances whatsoever and we will not, under any circumstances, be liable to you for any costs, claims or damages that you may sustain or suffer as a result of any interruption, inoperability or inaccessibility of the Website/s and/or content.
44. We will use reasonable commercial measures to secure our system and your profile in the Website/s, and related information, however, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You undertake to notify us immediately of any compromise or unauthorised use of your account.

### **Intellectual property**

45. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and/or object code and all other works (including trading marks and names) contained on the Website/s or otherwise provided to students by us, 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 and Courses will not in any way result in an assignment or license of any intellectual property owned by us or any other party.
46. The services and Courses may enable you to share your own content, including assignments, with us and with fellow students. You retain all intellectual property rights in, and are responsible for, the content that you share, however you specifically agree and consent that we shall be entitled to use (in our discretion) all content shared by you electronically or on our Website/s for internal research and development, Course improvement and non-commercial purposes. We cannot, and do not, guarantee that any intellectual property shared on or through the Website/s will not be used by other members.

### **Warranties and disclaimers**

47. To the extent permissible under applicable laws, all services, Courses 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 Course content or the fitness of the Course content for the purpose for which you acquired it.

48. You warrant that all and any information that you provide to us, in accordance with this Agreement, in order to register for a Course or otherwise, is true and accurate.

Date of last amendment: 08 April 2020