

Terms & Conditions

1 Description of Services

1.1

Akhanani Training Solutions (Pty) Ltd (hereinafter "Akhanani") provides access to a web-based learning platform service with the ability to:

1.1.1

Search a website for educational content, categorised into different levels [high school, university, business and other], subjects [within a level] and lessons [within a subject].

1.1.2

Purchase unlimited access to selected educational content in the form of lessons; and

1.1.3

Create a unique user profile, wherein all purchased educational content related to a lesson, will be accessible.

1.2

The educational content offered as part of each lesson purchased via the web-based learning platform service includes unlimited streaming of a pre-recorded video, a question paper [in PDF] and answers to the question paper [in PDF].

1.3

The web-based learning platform service facilitates purchases of lessons through an online shopping cart facility built into the platform. The service is therefore not subscription based.

1.4

Hereinafter, this web-based learning platform service and its capabilities as described in 1.1-1.3 are collectively referred to as "the Services".

1.5

The Services may be updated, enhanced, have new features added or existing features removed without notice. Akhanani will, however, endeavour to inform you, the user, of any changes to features and/or Services as envisaged.

1.6

Hereinafter, a “Lesson” or “Lessons” relates to educational content comprising the ability to stream a pre-recorded video, a question paper and answers to the question paper.

2 Disclaimer

2.1

Akhanani does not guarantee the availability of the Services offered on this website or the accuracy of the information on this website. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this website and/or the Services and/or the information contained on this website, and the Services are thus used at your own risk. In particular, we make no warranty that the Services will meet your requirements, be uninterrupted, timely, and secure or error-free.

3 Indemnification

3.1

You, the user, accordingly indemnify and hold us harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the Services offered on this website, or the use of the information available on this website.

4 Use of Services

4.1

You may only use the Services for lawful purposes, and you agree that you shall not:

4.1.1

Other than for your personal and non-commercial use, store on your computer/device, or print copies of extracts from this website.

4.1.2

Intend to gain financially from use, rental or distribution of the intellectual property embodied in the website and/or the Services.

5 Privacy

5.1

Your name and details, which are supplied to us when registering for the Services, will not automatically be made available to anyone externally. We nevertheless reserve the right to make information available to the regulators or authorities if required by court order or the law.

5.2

We will not sell or rent any personally identifiable information about you to any third party.

5.3

Monitoring or recording of your registration details may take place for business purposes to the extent permitted by law, for example to suggest lessons provided by Akhanani which may aid you in addressing your learning and development.

5.4

You must notify Akhanani immediately should any of your personal details change by updating your details on your user profile.

6 Password

6.1

You shall keep your password secure and ensure that no other person will use the Services utilising your password. You further acknowledge that you are responsible for ensuring that no unauthorised access to the Services is obtained using your password and that you will be liable for all such activities pursuant to authorised or unauthorised use.

7 Termination and Variation

7.1

We reserve the right to terminate the Services to you, or to the public in general, however, this shall be done with notice or reason.

7.2

We reserve the right to revise these terms and conditions at any time. Such changes will be posted on this website and be deemed to have been accepted by you, if you continue using the Services after such notification.

7.3

The obligation, therefore, is on you to review these terms and conditions on a regular basis.

7.4

These terms and conditions will be governed in accordance with the laws of South Africa.

7.5

These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

7.6

Akhanani's failure to exercise any rights or provision of these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

7.7

These terms and conditions constitute an agreement between yourself and Akhanani.

8 Registration for the Services

8.1

Registration of a unique user profile (hereinafter "Profile") is required before you can make use of the Services.

8.2

Details required for a new Profile include: First Name, Surname, Date of Birth, Email Address and Password.

8.3

A unique student number is automatically generated by the platform, based on the Date of Birth input. A student number along with your password are necessary for future logins to the platform.

8.4

Registration for the Services is to be done by you on an individual user basis.

9 Fees, Payment, Refunds and Termination

9.1

Fees are charged per Lesson ordered.

9.2

The Services do not involve the need to pay a periodic subscription fee, as you will retain access to your Profile whereby a purchased Lesson can be viewed an unlimited number of times.

9.3

Payment is facilitated through a secure, web-based, payment platform, entitled 'Netcash' [refer <https://netcash.co.za/> for more information], which is built into Akhanani's web-based learning platform. Your email address and telephonic contact number are required as inputs on the Netcash payment platform screen. Netcash allows for the following methods of payment:

9.3.1

Credit & Debit Card, Instant EFT with Ozow, Bank EFT, QR Code Payments, VISA Checkout and Cash Payments through designated retailers.

9.3.2

A successfully approved payment will thereafter allow you to access the purchased Lesson(s) via your Profile.

9.4

Refunds on purchased Lessons are not permitted.

9.4.1

It is your responsibility as the user, to confirm your selected Lesson(s) before finalising payment, as Akhanani will not be held liable for refunds of any kind.

9.4.2

Queries or grievances in relation to erroneously purchased Lessons may be directed to info@akhanani.co.za for consideration. Further action is solely at the discretion of Akhanani.

9.5

Users are expressly prohibited from using one Profile to permit access to a Lesson(s) for any number of other users. Any such action will lead to sanctions imposed by

Akhanani, including but not limited to, termination of Profiles or deactivation of purchased Lessons.

9.6

Upon termination of your Profile: purchased Lessons are discarded.

10 Accuracy of Information

10.1

You are personally responsible for ensuring that all recorded information documented for your Profile is both accurate and complete.

10.2

You are to ensure that a selected Lesson(s) is indeed correct before purchasing.

10.3

Akhanani in its capacity as a provider of third-party services acts solely to make available, access to a web-based learning platform.

10.4

Akhanani takes no responsibility for the accuracy and completeness of the information that is provided by you, the individual user, or to you by lecturers or Lesson-givers. Furthermore, Akhanani takes no responsibility for incorrectly selected Lessons purchased by you, the individual user.