

# Standard Terms and Conditions

## 1. Definitions

- 1.1. **Attends** means that a person participates or is scheduled to participate in a driving.co.za Course, irrespective of whether such participation takes place in-person, online, or in any other manner, and "attendance" shall have a corresponding meaning
- 1.2. **Company** means driving.co.za (Pty) Ltd, reg 2002/000025/07
- 1.3. **Course** means any training material, method, module, session or questionnaire, or combination thereof offered by the Company to a Trainee and shall be understood to be synonymous with the more general term 'training' and vice-versa as the context may indicate when referring to the Company's activities.
- 1.4. **Commencement** means that for any Course activated for a Trainee, the Platform's logging system records that the first part of a course has been commenced, irrespective of the number of parts of such course, and the date of such commencement shall be regarded as the date of receipt or service as contemplated in paragraph 44(1) of the Electronic Communications and Transactions Act, 2002.
- 1.5. **Trainee** means any person who Attends a driving.co.za Course
- 1.6. **Client** means any client of driving.co.za, whether a company or private individual, including any Trainee or a Purchaser
- 1.7. **Training Fee** means the cost of any Course, or individual part thereof
- 1.8. **Platform** means the Company's Internet website and online training and client management systems
- 1.9. **Purchaser** means a Client who buys any driving.co.za Course via the Company's online store

## 2. Introduction

- 2.1. These terms and conditions may be varied from time to time and without prior notice as the Company deems necessary.
- 2.2. Any person who requests a quotation from the Company, and / or concludes a transaction on the Company's online store, and / or registers on the Platform is deemed to have read and accepted these terms and conditions in full and agrees to be bound by them.
- 2.3. Where an agreement between the Company and another party exists to govern training, these standard terms and conditions shall be deemed to form part of such agreement irrespective of whether such inclusion is noted in such agreement or not, and shall remain of full force and effect save to the extent such agreement modifies a provision or provisions of these Standard Terms and Conditions.
- 2.4. Where an agreement referred to in clause 2.3 above modifies a provision of these Standard Terms and Conditions, the extent to which such provision is modified, including where the effect of such modification is to cancel such provision, shall be recorded separately in such agreement for each such provision so modified.
- 2.5. Any provision of an agreement referred to in clause 2.3 above which purports or attempts to supercede or nullify the entirety of these Standard Terms and Conditions shall be void and of no force or effect.
- 2.6. For the avoidance of doubt in interpreting clause 2.3, clause 2.4 and clause 2.5 above, these Standard Terms and Conditions shall form the basis of the Company's relationship with a Client, and where they conflict with an agreement referred to in clause 2.3 above shall always supercede and supplant such agreement save as set down in clause 2.3, clause 2.4 and clause 2.5 above.
- 2.7. The sole authoritative text of these terms and conditions which shall take precedence in the event of any discrepancy is the version available for download on the Company's Internet website.

2.8. In interpreting these terms and conditions, headings are for convenience only and shall not be used in their interpretation, and unless the context clearly indicates a contrary intention:

- 2.8.1. cognate expressions shall bear corresponding meanings;
- 2.8.2. the singular includes the plural and vice-versa;
- 2.8.3. a natural person includes an artificial or judicial person and vice-versa;
- 2.8.4. any gender includes the other genders.

### **3. Waivers, latitudes and indulgences**

3.1. Any waiver made or latitude or indulgence granted by the Company in respect of these terms and conditions shall not create a precedent for further such waiver, latitude or indulgence.

### **4. Proposals and quotations**

- 4.1. All proposals and quotations are valid for 30 days from the date thereon unless otherwise agreed to in writing by the Company.
- 4.2. Where a discount is offered by the Company on a proposal or quotation, it will be strictly in accordance with the Company's volume discounts sliding scale.

### **5. Payments and activation**

- 5.1. Payment is only accepted via Electronic Funds Transfer or, for purchases made via the Company's online store, the payment methods acceptable to the Company's payment gateway provider from time to time.
- 5.2. A payment by methods not provided for by clause 5.1 above will not be regarded as having taken place until the Company's bankers advise that it has cleared.
- 5.3. Any cash deposit fees or other charges related to the making of payments other than by Electronic Funds Transfer or the Company's payment gateway provider are for the Client's account and are required to be settled in full prior to commencement of training.
- 5.4. No Courses will be activated prior to receipt of payment, and any indulgence in this regard will be withdrawn and the relevant Trainees' online profiles suspended until payment is received, if payment is not made by the agreed date.
- 5.5. Refunds are subject to a 15% handling fee.

### **6. In-person training**

- 6.1. The Company no longer routinely presents in-person training, but where such training is, by way of exception, deemed necessary, the Company will only conduct it subject to additional terms and conditions beyond those contained in these Standard Terms and Conditions.
- 6.2. No in-person Courses will be conducted prior to the Client's acceptance of any and all additional terms and conditions imposed in terms of clause 6.1 above.

### **7. Per-trainee basis**

- 7.1. The Company's products consist of intellectual property vested in its Courses which are sold on a per-trainee basis.
- 7.2. In the event of unauthorised sharing by a Client of Course material with persons in respect of whom the necessary purchase and payment has not been made, the Company may, without prejudice to any other rights it may have, suspend the online profiles of all of that Client's Trainees until payment of Training Fees is received in respect of all persons with whom that Client has shared or caused or allowed to be shared the training material.

### **8. Completion and time frames**

- 8.1. All training must be completed within 180 days of invoice date or by the Course expiry date as reflected on a Trainee's online driving.co.za profile, whichever is the shorter.
- 8.2. Without derogating from clause 8.4 below, the Training Fee for Courses not completed prior to the

- date contemplated in clause 8.1 above will be forfeit save where the Client can demonstrate that a Trainee was unable to complete the Course within the time limit due to illness or incapacitation.
- 8.3. The onus falls on the Client to advise the the Company in the event of a Trainee leaving the Client's employ for whatsoever reason, failing which clause 8.2 above shall apply.
  - 8.4. No refunds will be provided after Commencement.
  - 8.5. Where a dashcam is not returned to the Company on the agreed return date, the Company may, in its sole discretion, levy a non-return penalty for each day beyond the agreed return date that the dashcam remains unreturned, the day of return inclusive.
  - 8.6. Where a dashcam drive is not recorded by a Trainee to the standard outlined in the Dashcam Setup Guide provided as part of each dashcam kit, the Company's evaluation of the drive will include only such portion or portions of such drive as are able to be viewed and evaluated, and the Trainee agrees that this may give rise to a degraded evaluation standard for which the Company shall bear no liability.
  - 8.7. Notwithstanding clause 8.6 above, where a dashcam is returned to the Company and a trainee has not, for whatsoever reason, recorded a drive at all, the Client shall be liable for any and all additional costs associated with obtaining a recording of such trainee's drive.
  - 8.8. Notwithstanding clause 8.1 above, online Courses may be activated with varying Course expiry dates and the onus falls on the Client and/or Trainee to ensure note is taken of the specific expiry date in effect for each Course.
  - 8.9. Where an online Course module has expired prior to completion, the Company may, in its sole discretion, re-activate the module on payment by the Client of a re-activation fee per module re-activated.
  - 8.10. If a Purchaser attempts to purchase a Course for a Trainee who already has a Course of that type active, the Platform will not prohibit the sale, but will extend the completion date by 90 days from the date of the new sale.
  - 8.11. Should a Trainee believe that a Purchaser has purchased a Course in error, he or she shall approach the Company within 5 (five) days of the purchase to request a refund. On processing of such refund, the Company will revert the expiry date of the Course in question to the date that would have applied had the aforementioned Course not been purchased in error.

## **9. Security and access**

- 9.1. Creating multiple online profiles for the same Trainee is prohibited.
- 9.2. All actions taken and data entered on the Platform, including error messages generated, are comprehensively logged and usage of the Platform by a trainee signifies consent to such logging.
- 9.3. The Company has a zero-tolerance policy towards any unauthorised intrusion or attempted intrusion whether lawful or otherwise including, but not limited to:
  - 9.3.1. penetrating or probing the Platform's security features;
  - 9.3.2. attempts to obtain the Platform's source code;
  - 9.3.3. altering or tampering with the Platform's source code;
  - 9.3.4. modifying in-browser code upon which the Platform relies;
  - 9.3.5. circumvention of attention-enforcement routines;
  - 9.3.6. any other action which may jeopardise the Platform's stability or integrity in any way.
- 9.4. Any such actions as contemplated in clause 9.3 above which are engaged in by a Trainee will result in that Trainee's profile being permanently blocked and Training Fees forfeit without prejudice to any other rights the Company may have.
- 9.5. Save for Trainees designated under the Supervised Trainee System, Trainees are required to have a valid, unique, functioning e-mail address in order to use the Platform.

## **10. Information processing, consent and validity periods**

- 10.1. Subject to applicable legislation and the Company's privacy policy, the Company may process, use, and supply to third parties, anonymised data regarding a Trainee's use of and performance on the Courses.
- 10.2. Where a third party including, but not limited to, a Trainee's employer funds the Trainee's Attendance of a Course, the Company may supply such third party and other third parties as may reasonably be entitled thereto, such feedback as may reasonably be necessary regarding a

- Trainee's use of and performance on the Courses in order to fulfil the objectives of the training.
- 10.3. Trainees consent to receiving necessary e-mail from the Company related to the functioning of the Platform (the "Functional E-mails") including, but not limited to:
- 10.3.1. notifications of Course progress;
  - 10.3.2. the activation, deactivation or availability of Courses;
  - 10.3.3. profile changes;
  - 10.3.4. Course results;
  - 10.3.5. security and system notifications.
- 10.4. Trainees who no longer wish to receive Functional E-mails above may opt out by notifying the Company in writing to that effect.
- 10.5. Opting out of Functional E-mails will cause a Trainee's driving.co.za online profile to be deactivated and the Company shall not be under any obligation to return Training Fees or portions thereof paid for Courses which are incomplete at the time of such deactivation.
- 10.6. To deter collaboration by Trainees, the Company conducts programmatic integrity audits of quiz and questionnaire results, and the Trainee consents to such audits and to the sharing of the outcome of such audits with the Client and / or a party which has funded the Trainee's Course.
- 10.7. A screening Driving Skills Review score remains valid for one calendar year from the date of Driving Skills Review completion.
- 10.8. A Driving Skills Review score issued upon completion of the Defensive Driving Course remains valid for two calendar years from the date of Driving Skills Review completion.

## 11. Warranties and indemnity

- 11.1. The contents of the Courses are applied in situations beyond the Company's control, and the Company neither guarantees the effectiveness of the Courses nor makes any warranties with regards thereto. As such all previous results obtained by the Company's Clients are regarded as indicative only.
- 11.2. The Client and / or Purchaser and / or Trainee indemnifies and holds harmless the Company, its agents, employees, shareholders, directors, contractors and associates against any claims for financial loss, injury or death associated with the use of a vehicle or roads, both during any Course and thereafter.
- 11.3. Remarks entered by the Company's trainers on Trainee training forms are representative of the standard of driving as observed during the drive in question, but are not a guarantee of future safety or repeatability, and the Company makes no warranties in the latter regards.
- 11.4. The Platform may be subject to failures arising from causes which include, but are not limited to power outages, malicious activity and / or attacks, hardware failure, software failure, grammatical errors, human error and electromagnetic interference ("the Failures").
- 11.5. The Company makes no warranties regarding the availability or integrity of the Platform, and any user of the Platform or any portion thereof indemnifies the Company against the Failures or any loss or other adverse consequence arising therefrom.
- 11.6. The Company's online training form and other systems collect data which relies on the availability of the Global Positioning System, Internet connections and cellphone networks ("the Data Services").
- 11.7. Loss of signal to the Data Services may arise from causes including, but not limited to, atmospheric disturbances, network errors and software or hardware errors.
- 11.8. The Company makes no warranties in respect of the accuracy and / or completeness of data collected via the Data Services.

## 12. Copyright

- 12.1. All training and promotional material provided by the Company is the copyrighted property of the Company and may not be copied, modified, disseminated, shared or transferred to any other form or medium without the express written permission of the Company.

## 13. Contact details

- 13.1. The Company's postal and physical address, contact details and *domicilium citandi et*

*executandi* are the details listed on its Internet website, [www.driving.co.za](http://www.driving.co.za), from time to time.