

## TERMS & CONDITIONS

**Effective date:** 04 February 2026

These Terms and Conditions govern the browsing of this website and the enrolment in online courses offered through the platform (“the Website”, “the Platform”, “we”, “us”, or “our”). By accessing or using this Website, you agree to be legally bound by these Terms and Conditions. If you do not agree, please discontinue use of the Website immediately.

### 1. GENERAL

1.1 This Website is operated by Pacisys PTY LTD, a business operating within the Republic of South Africa, with registration number **2011/121360/07** (“the Provider”).

1.2 The term “**Website**” includes the website, learning portal, mobile site, and any related digital platforms or applications operated by the Provider.

1.3 The term “**you**” refers to any user, visitor, or student accessing or using the Website.

1.4 The Website is provided on an “**as is**” basis and is not tailored to meet individual requirements, subject to any rights afforded under applicable consumer protection legislation. You are responsible for ensuring that the Website and any courses meet your personal needs prior to enrolment.

### 2. PRIVACY AND PROCESSING OF PERSONAL INFORMATION

2.1 We respect your right to privacy and process personal information in accordance with applicable South African data protection laws, including the Protection of Personal Information Act (POPIA).

2.2 Personal information is collected solely for legitimate purposes, including: - Course enrolment and administration - Student communication and support - System access and security - Legal and regulatory compliance

2.3 No cookies, tracking pixels, or analytics technologies are used on this Website.

2.4 Payments are processed by third-party payment service providers. We do not store or process payment card details on our systems.

2.5 Personal information may be securely stored using cloud-based systems, which may be located outside South Africa, subject to appropriate safeguards.

2.6 You have the right to lodge a complaint with the Information Regulator at **complaints.IR@justice.gov.za**.

### 3. WEBSITE INFORMATION

3.1 While reasonable efforts are made to ensure accuracy, the Website content may contain errors or omissions. No warranties are made regarding completeness or correctness.

3.2 Information on the Website does not constitute professional, academic, financial, or legal advice.

3.3 Website content is provided as an **invitation to do business** and does not constitute a binding offer until payment has been confirmed and enrolment accepted.

3.4 The Provider does not guarantee any specific outcomes, results, qualifications, employment opportunities, or financial returns from completion of any course.

3.5 Course content may be updated or modified from time to time to ensure relevance and accuracy, provided that such changes do not materially detract from the overall nature or value of the course.

3.6 While we take reasonable care to ensure accurate pricing and promotional information, we reserve the right to correct any errors or omissions.

### 4. INTELLECTUAL PROPERTY

4.1 All content on the Website, including course materials, videos, text, graphics, and logos, is the intellectual property of the Provider or its licensors.

4.2 You are granted a limited, non-exclusive, non-transferable licence to access course content for personal, non-commercial use only.

4.3 You may not copy, reproduce, distribute, resell, or share course materials without prior written consent.

## 5. LINKS TO THIRD-PARTY SITES

5.1 Links to third-party websites are provided for convenience only. We do not control or endorse third-party content and are not responsible for their availability or practices.

5.2 You may not frame, mirror, or create a misleading association with this Website without prior written consent from the Provider.

## 6. DISCLAIMER AND LIMITATION OF LIABILITY

6.1 To the maximum extent permitted by applicable law, all warranties, express or implied, relating to the Website and course content are excluded.

6.2 Subject to any rights or remedies that may not be lawfully excluded under applicable law, we shall not be liable for any indirect, incidental, or consequential loss arising from or in connection with the use of the Website or course content.

6.3 We do not guarantee that access to the Website or course content will be uninterrupted or error-free and shall not be liable for interruptions arising from maintenance, updates, or technical reasons beyond our reasonable control.

6.4 Nothing in these Terms is intended to limit or exclude any rights afforded to consumers under the Consumer Protection Act, 68 of 2008.

## 7. COURSE ENROLMENT, PAYMENTS & NO-REFUND POLICY

7.1 Course fees are payable in full in advance via approved third-party payment processors.

7.2 All courses are digital products supplied electronically and access to the course content is granted immediately upon successful payment.

7.3 Except as required by applicable law, course fees are non-refundable once access to the course content has been granted.

7.4 Without limiting clause 7.3, refunds, exchanges, or cancellations will not be provided in the following circumstances:

- change of mind;
- failure to complete the course;

- dissatisfaction with the content where the course materially corresponds with its description;
- technical issues arising from the user's own devices, software, or internet connectivity.

7.5 You are responsible for ensuring that your devices, software, and internet connectivity meet the minimum technical requirements necessary to access the course content.

7.6 By enrolling in a course, you acknowledge that access to digital course content is granted immediately upon payment and that, once access has been provided, you will not be entitled to a refund for change of mind, subject always to applicable law.

7.7 Enrolment is confirmed only once payment has been successfully processed and access has been granted. You warrant that the information provided during registration is accurate and up to date. We may request reasonable verification information to prevent fraud or unauthorised access.

## 8. PLATFORM USE, SUPPORT & COMPLETION

8.1 We will use reasonable efforts to provide technical support via the contact details published on the Website. We do not guarantee immediate response times or uninterrupted availability of support services.

8.2 Where a certificate of completion is offered, it will be issued only once the course requirements set out on the Platform have been satisfied. Any certificate issued is a certificate of completion only and does not constitute an accredited qualification unless expressly stated.

8.3 You are responsible for maintaining the confidentiality of your login credentials. You may not share your account, login details, or permit any third party to access course content using your account. We reserve the right to suspend or terminate access where unauthorised sharing or misuse is detected.

## 9. ACCEPTABLE USE & CODE OF CONDUCT

9.1 You agree not to misuse the Platform, upload unlawful content, harass other users, or share login credentials or course materials. We may suspend or terminate access for material breaches of this clause.

## 10. TERMINATION OF ACCESS

10.1 We reserve the right to suspend or terminate access to the Platform where you breach these Terms or misuse the Platform, provided such action is reasonable and proportionate.

## 11. GOVERNING LAW

11.1 These Terms and Conditions are governed by the laws of the Republic of South Africa.

11.2 South African courts shall have exclusive jurisdiction over any disputes.

11.3 If any provision is found invalid, the remaining provisions shall remain enforceable.

## 12. CHANGES TO THESE TERMS

We reserve the right to amend these Terms at any time. Continued use of the Website constitutes acceptance of the updated Terms. Learners will be notified of any significant changes.

## 13. CONTACT DETAILS

For any questions regarding these Terms and Conditions, please contact us at **microdegree@pacisys.co.za** or via the contact details provided on the Website. If you have any complaints or concerns, you are encouraged to contact us first using the contact details provided so that we may attempt to resolve the matter before it is escalated to a regulatory authority.