

General terms and conditions for online and taught courses

Virtual Leap Online Limited

Company Terms of Use

Welcome to the Virtual leap online website (the “Site”). These Terms of Use govern your use of the Site and its contents. The terms “Company,” “we,” “us” and “our” refer to Virtual Leap Online LTD. (“Company”)

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE, PRIVACY POLICY AND THE COMMUNITY GUIDELINES POLICY, AND YOU AGREE TO RECEIVE REQUIRED NOTICES REGARDING YOUR ACCOUNT AND TO TRANSACT WITH US ELECTRONICALLY. YOU AGREE TO THE STORAGE AND USE OF THE PERSONAL INFORMATION YOU PROVIDE. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

If there is any conflict between our Website Disclaimer, these terms and conditions and any Course Specific Terms and Conditions which might apply to a specific Online Course or Taught Course then the conflict shall be resolved by applying the following order of priority:

1. Course Specific Terms and Conditions;
2. These Standard Terms for the Purchase of Online and Taught Courses;
3. Website Disclaimer.

For purchases via our website, by clicking on the “Accept” button you agree to the terms of this agreement which will bind you.

Registration

In order to purchase any of the Services on-line you must register for an account with us via the Website. If you already have an account with us you can log into your account using your user name and password.

You must register on this Site in order to use certain of the Site functions, If you just want to browse this Site, registration is optional.

During registration, you will be required to provide contact information, consisting of an email address, username and password. You can select any username as you like, except that your username cannot be an impersonation of another person, a term that is the same or confusingly similar to a famous trademark, or a term that is offensive in any way. You may, but are not obligated to, use your own name. If you do use your own name, you consent to it being passed to others by use of certain of the functions of Company and the Site such as our blogs. Company reserves the right to reject or remove any username.

For certain of our functions, such as the purchase of products and services, you are required to provide your name, address and billing and credit card information. You are required to provide accurate and complete information.

Account Information and Passwords

When you register, you agree to give us "Registration Information" about yourself that is complete and accurate, and you agree to keep this Registration Information current and

this Terms of Use to Billing Start Date, including but not limited to, renewal terms and all notices associated therewith.

Terms of Payment

Each invoice for the Fees as indicated, is payable in Kwacha and due within thirty (30) days of the invoice date, unless otherwise agreed by the parties.

Renewals

Your membership or subscription continues until you cancel it, and your debit card will be charged automatically annually or every 30 days based on your billing period. For recurring billing product and services, at the beginning of your subscription, the initial charge on your credit card gives you access to membership or subscription Content on the Site for 30 days, beginning on the date on which you subscribe. Thirty days after the initial charge your card will be charged automatically again for the following 30 days of access. After that, your card will be charged regularly at approximately the same time each month.

Cancellation

You may cancel your membership or subscription any time, and your access to membership or subscription Content on the Site will stop at the end of the current annual or monthly billing cycle. Once billing cycle has started, refunds are not available for any unused portion of your subscription for that billing cycle.

Termination**by****VLO**

VLO may immediately terminate your account, with subsequent notification, if VLO reasonably believes that your account is being used to engage in activity that violates applicable law or any provision of these Terms. In such event, you will not be entitled to any refund of prepaid fees for subscriptions and/or services that have not yet been provided.

In addition, at any time VLO may discontinue parts of the Site or terminate the Site entirely, for any reason, and remove and discard all or any part of your account or any Content uploaded by you, with or without notice.

You agree that any termination of the Site, your access to the Site or any account you may have or portion thereof may be effected without prior notice, and you agree that VLO will not be liable to you or any third party for any such termination except as described in these Terms. Provided that you have complied with these Terms, upon VLO's termination of the Site or your account, VLO will refund any prepaid fees for subscriptions and/or services that have not yet been provided.

Termination by You

You may terminate your membership or subscription at any time by logging into your account and choosing the cancellation option or by calling customer support.

If you terminate your account, once a billing cycle has started, refunds are not available for any unused portion of your subscription for that billing cycle. You will remain obligated to pay all outstanding fees and charges, if any, relating to your use of the product or service incurred before termination.

All obligations under these Terms, which by their nature require performance by either party after the termination of your account, shall survive such termination with respect to any events that occurred prior to the effective date of any termination.

Content Use, Sharing, and Copyright

Collectively, "Content" is defined as all content available on or through the Site, including without limitation, text, headlines, files, images (such as photos, icons, visual interfaces, graphics, and design), audio and audiovisual works, software, databases, information, and the compilation, arrangement, and assembly of such Content with hyperlinks, and all other elements of the Site provided by VLO.

You acknowledge the Site has been developed, compiled, prepared, revised, selected, and arranged by VLO and its affiliates and other information sources through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of VLO and such others. You agree to protect such proprietary rights during and after the term of this agreement and to comply with all reasonable written requests made by VLO or its suppliers and licensors of content or other materials in order to protect their contractual, statutory, and common law rights in any Content or the Site.

All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of VLO or its licensors, whether adapted, written for or customized for the Client or not.

You are not authorized to:-

copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given

use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

remove any copyright or other notice of VLO on the Course Materials;

modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive license to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and / or attending the Taught Course.

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Non-Commercial

Use

This Site and its contents are for your own personal non-commercial use only.

Data Protection

The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

1When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.

We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of VLO

To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version,

domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

VLO shall endeavor to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

VLO may supplement the information that you provide with information we receive from third parties, such as exam registration bodies or your employer.

If you wish to change or update the data we hold about you, please e-mail admin@vlonline.org or contact us on +260955150489

Additional Terms and Conditions for Online Applications; EULAs

When you register for or purchase the Site's services, you will be required to agree to one or more End-User License Agreements (or "EULAs") which may include additional terms. You will be bound by any EULA that you agree to.

Company Privacy and anti-bribery policies

Your use of this Site signifies your continuing consent to the Company Privacy and anti-bribery Policy, which you can examine any time by clicking on the “Privacy” or anti-bribery link on the Site.

Personal information that you supply to Company, and any information about your use of the Site that we obtain will be subject to the Company Privacy Policy on this Site.

Changes to Company

We may discontinue or change any Company content, service, function or feature at any time with or without notice.

Proper Use of This Site

When you use our blogs or other social and communications functions, you agree at all times to comply with the Company Community Guidelines, which you may access with the Community Guidelines link on the Site.

You may use Company services for lawful purposes only and may use the Site only in ways consistent with the law.

You may not use any program, spider or “bot” to gather or “harvest” information from this Site.

Company may allow you to supply content for the Site or its functions that can be accessed and viewed by others. You agree not to post any content that violates these terms, any applicable EULA or the Community Guidelines. Content that violates applicable rules may be removed.

Proprietary

Rights

Company, its partners and suppliers reserve all rights under intellectual property law in Company and in any content that is on the Site.

Except as Company may expressly state in writing, you may not reproduce, reprint, publish, or otherwise exploit content or technology from Company, its partners or suppliers on the Site without our express prior written consent.

Changes to the Terms of Use

We may change the Terms of Use at any time. You can review the most current version of the Terms of Use by clicking on the Site's "Terms of Use" link. If you continue to use this Site after we make changes to the Terms of Use, you are signifying your acceptance of the new terms. You are responsible for checking these terms periodically for any changes.

Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information concerning Company or this Site electronically, including notice to any email address that you may provide.

Ownership of Content That You Supply

If you post any content on any blog or other public area of the Site, you grant us and our affiliate companies the perpetual sublicensable right and license to use, copy, display, perform, distribute, modify, adapt, abridge, exploit, and promote this content in any way and in any commercial or non-commercial medium or form without charge.

No Duty to Monitor

You agree that we are not liable for content that is provided by others. We have no duty

to screen content that you, or others, may supply or post, but we have the right to refuse to post or to edit submitted content. We reserve the right to remove any content for any reason at any time.

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Company may include on its Site links to third party web sites. You agree that we are not responsible or liable for any content or other materials on third party sites. You also agree that we are not responsible for content or claims supplied by our partners, suppliers or advertisers. We are also not responsible for any transactions or dealings between you and any third party or any advertiser. You agree that Company is not responsible for any claim or loss due to a third party site or any advertiser.

Age of Users

Children under the age of 13 may not use this Site and parents or legal guardians may not agree to these Terms of Use on their behalf. If we become aware that a child under 13 has provided or attempted to provide us with personal information, we will use our best efforts to remove the information permanently from our files.

If you are under the age of 18 but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

Confidentiality

Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

This clause shall continue notwithstanding termination of these terms and conditions.

Disclaimer **of** **Warranties**

We provide this Site and its contents "AS IS." We and our partners and suppliers make no express warranties or guarantees about this Site. TO THE EXTENT PERMITTED BY LAW, WE AND OUR PARTNERS AND SUPPLIERS DISCLAIM IMPLIED WARRANTIES INCLUDING ANY WARRANTY THAT THE SITE IS OR WILL BE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION.

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You may not assert claims for money damages arising from this Site or its contents. We and our partners and suppliers shall not be liable for any indirect, special, incidental, consequential or exemplary damages, even if we knew or should have known of the possibility of such damages..

Indemnification

You agree to defend, indemnify, and hold harmless us and our parent and other affiliated

companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

International

Use

We make no representation that content on this Site is appropriate or available for use in locations outside the Zambia. If you choose to access this Site from a location outside the Zambia, you do so on your own initiative and you are responsible for compliance with local laws.

Choice of Law and Location for Resolving Disputes

You agree that the laws of Zambia govern these terms of use, its subject matter, your use of the Site, and any claim or dispute that you may have against us, without regard to its conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

You further agree that any disputes or claims that you may have against us will be resolved by a court located in Zambia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, Zambia OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE

PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

Severability and Integration

This contract and any supplemental terms, policies, rules and guidelines posted on this Site constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Termination

We reserve the right to terminate your use of this Site if you violate the Terms of Use or any rules or guidelines posted on the Site or for any other reason in our discretion.

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