

## **WordPress Basics course terms and conditions**

These terms and conditions apply to Services provided by Pomegranite Consulting (Pty) Ltd (registration number 2015/483463/07) of Unit B, Cirtech House, 12 Stibitz Street, Westlake, Cape Town, Western Cape, 7945, South Africa with VAT number 4040274989 ("Pomegranite Consulting (Pty) Ltd" or "we" or "us").

By clicking on the "Accept" button you agree to the terms of this agreement.

### 1. Definitions

"Confidential Information" means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

"Course Materials" means the information provided by Pomegranite Consulting (Pty) Ltd to accompany a course provided as part of the Services in electronic form.

"Fees" means the fees paid by you to Pomegranite Consulting (Pty) Ltd for the Services.

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

"Online Course" means the delivery by us of an online course pursuant to which you learn course materials remotely.

"Services" means the provision of the Online Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website.

"Website" means <https://www.pomegranite.co.za/> and <https://course.pomegranite.co.za/>.

“you” means the individual purchasing the Services.

## 2. The Services

2.1. A description of the Services is available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

## 3. Purchasing Services via the Website

3.1. In order to purchase any of the Services online you must register for an account with us via the Website.

3.2. Following receipt by us of your order for Services via the Website or on the telephone we will contact you confirming receipt of your order.

3.3. A legally binding agreement between us and you shall come into existence when we have:

- (a) accepted your offer to purchase Services from us by sending you an email confirming the purchase; and
- (b) received payment of the relevant Fees from you in accordance with clause 5 below.

## 4. Cancellation and Variation

4.1. Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.3 above, then you are permitted within five working days starting on the day after the date we have concluded our agreement in accordance with clause 3.5, to cancel your purchase of the Services.

## 5. Fees

5.1. The Fees for the Services shall be as set out on the Website at the time you placed an order for them.

5.2. Fees for the Service selected by you on the Website shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you accessing any Online Course.

5.3. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and Pomegranite Consulting (Pty) Ltd shall not be responsible for these.

5.4. You shall be responsible for all costs you incur in connection with your access to any Online Course.

## 6. Liability

6.1. Although Pomegranite Consulting (Pty) Ltd aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

## 7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Material and Online Courses are, and remain, the intellectual property of Pomegranite Consulting (Pty) Ltd, whether adapted, written for or customised for the Client or not.

7.2. You are not authorised to:-

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

(ii) record on video or audio tape, relay by videophone or other means the Online Course;

(iii) use the Course Materials in the provision of any other course or training given by us;

Breach by you of this clause 7.2 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.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials in respect of the Online Course for the sole purpose of completing the Online Course.

## 8. Confidentiality

8.1. 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.

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

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

## 9. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

## 10. Entire Agreement

These terms and conditions, together with the Website Disclaimer and Course Specific Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

## 11. Data Protection

11.1 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.

11.2 When you register with us you will need to provide certain Data such as your contact details. 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.

11.3 We may also use the above Data, and similar Data you provide us to aggregate user profiles and provide you with communications. We will not pass any personal data onto anyone outside of Pomegranite Consulting (Pty) Ltd,

11.4 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.

11.5. 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.

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

11.7. Pomegranite Consulting (Pty) Ltd endeavour 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 online over the internet and will not hold us responsible for any breach of security.

11.8. If you wish to change or update the data we hold about you, please e-mail [info@pomegranite.co.za](mailto:info@pomegranite.co.za).

## 12. Law and Jurisdiction

This Agreement is subject to South African law and the parties submit to the exclusive jurisdiction of the South African courts in connection with any dispute hereunder.