



LEGAL NOTICE

1. Introduction

The purpose of the website is to provide general information about Teachers Learning Centre and its services, and this document states the terms and conditions under which you are authorised to view this website. The information contained in this website is not intended to constitute professional advice, financial, legal or any other form of advice or services. Teachers Learning Centre reserves the right, at any time, to modify these terms and conditions.

By accessing this website you agree to be bound by the terms and conditions that are set out herein and that your use for this website is for lawful purposes only. If you do not wish to be bound by these terms and conditions, then you may not access, use, display, sell, reproduce, publish, download and/or otherwise copy or distribute any of the contents of this website for any purposes whatsoever without the express consent of Teachers Learning Centre.

2. Governing Law

This website is controlled, operated and administered by Teachers Learning Centre from its offices within the Republic of South Africa. Therefore, these terms and conditions are governed and construed in accordance with the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute, which will be conducted in English.

3. Use of the website content

Teachers Learning Centre authorises you to view, download, print the materials on this website, solely for personal, private and for non-commercial purposes. The use or misuse of any of the contents of this website, except as provided in these terms and conditions are strictly prohibited.

The users are prohibited from violating or attempting to violate the security of the website, including without limitation, accessing data not intended for such user, or logging into a server, attempting to probe, scan or test the vulnerability of a system or network, attempting to interfere with host or network, by means of virus or flooding, sending unsolicited electronic mails, including promotions, marketing, and advertising of services. The unlawful use and violations of the systems and network security may result in civil or criminal liability.

The user may not use the website in order to transmit, distribute, store or destroy material that could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation or in a manner that will infringe the copy copyright, trademark, trade secret, privacy or that is libellous, defamatory, pornographic, profane, obscene, threatening, abusive or hateful.

The users of, or visitors to this website may not post comments, statement or other materials onto the website that may be defamatory, obscene, libellous or that may infringe on the copyright, trademarks or any other intellectual property rights. Any such unlawful posting shall immediately be removed from the website without notice or warning.

The users of, or visitors to this website are encouraged to report to Teachers Learning Centre any information displayed on this website which is defamatory, illegal, untrue, inaccurate, infringing or harmful and Teachers Learning Centre undertakes to rectify and remove any such information or part thereof provided the person reporting has given valid grounds for such allegation regarding the content of the website.

The information contained on the website and the services provided via the Website is provided by Teachers Learning Centre and/or its partners, affiliates, members, suppliers or agents without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties of reliability, fitness for any particular purpose, timeliness, sequence, completeness, non-infringement of third party rights and/or freedom from errors or inaccuracies.

The user is permitted to use the website for lawful purposes only. Unauthorised use of the website includes posting or transmission of data which violates or infringes in any way this Legal Notice or the rights of Teachers Learning Centre or third parties, which is unlawful, defamatory or otherwise objectionable or offensive in the discretion of Teachers Learning Centre. Unauthorised use of this website may give rise to Teachers Learning Centre instituting a claim for damages against you and/or you may be found guilty of a statutory and/or criminal offence and/or be liable for civil damages.

From time to time this website may include links to other websites. These links are provided for convenience for the purposes of providing further information. Such links do not signify that Teachers Learning Centre endorses the website(s) linked to. You agree that Teachers Learning Centre shall have no responsibility or bear no liability in relation to the content of the linked website(s).

4. Intellectual property rights

The content of this website and all intellectual property, including but not limited to text, designs, all trademarks, drawings, graphics, logos, images, video, patents, cinematographic films, source codes, database and software are the property of Teachers Learning Centre and may not be used, reproduced, adapted, distributed, sold, published, stored, broadcast, modified, transmitted or recorded in any way and for any purposes without prior written consent of Teachers Learning Centre.

Any unauthorised use, reproduction, storage, sale, transmission, adaptation, publication, distribution, modification, recording or broadcasting of the content of this website or any part thereof, will constitute copy right infringement in terms of South African and international copyright laws.

5. Disclosure in terms of section 43 of the Electronic Communications and Transactions Act

The full name and legal status of the website owner is:

TEACHERS LEARNING CENTRE PTY (Ltd) (Reg. No.
2012/184649/07)

The full address of the website owner is set out herein below:

Registered business and postal address for receipt of legal service:
2 Vinton Road
Ormonde, Johannesburg 2091
Telephone number: (011) 496 1262

The website address is: www.teacherslearningcentre.co.za

The main business is educational services.

6. Accuracy of information

While every effort is made to ensure that the information provided on the website is current and accurate, Teachers Learning Centre makes no warranties or representations about the accuracy, reliability and completeness of this website content. Accordingly, you should not assume that the information on the website is always current or accurate, and other sources of this information should be consulted before making any decision to act on the information displayed on this website. The use of this website is at the user's own risk.

7. Privacy

Teachers Learning Centre respects the privacy of all users and visitors to this website and will take reasonable steps to protect the user's privacy. The website is not designed for or directed at children under the age of 18 years. It is Teachers Learning Centre's policy not to knowingly collect or maintain information of persons under the age of 18. When posting any information to this website you agree that you are aged 18 years or older.

By using this website, the user consents to the following:

- Teachers Learning Centre may disclose user's information to entities with which Teachers Learning Centre has a business relationship for commercial reasons;
- Teachers Learning Centre may use user's information for non-personal statistical purposes;
- Teachers Learning Centre retains the copyright in database of personal information of the user; and
- Teachers Learning Centre may use personal information to communicate with the user from time to time.
- Teachers Learning Centre reserves the right to amend its privacy policy at any time.
- You agree not to collect or use any Personal Information of users of the website and/or members of Teachers Learning Centre for the purposes of transmitting and/or facilitating in the transmission of unsolicited commercial communications ("SPAM").

8. Indemnity and limitation of liability

By using this website, you agree to defend, indemnify, and hold harmless Teachers Learning Centre, its officers, directors, shareholders, employees, licensor, suppliers, agents, partners and affiliates from and against any and all losses, damages, claims, costs and expenses (including reasonable legal and accounting fees) of any nature incurred by whomsoever and resulting from the use, access, in ability to access, any linked website or any functionality or version of these terms and conditions.

Teachers Learning Centre, to the fullest extent permitted by the law, disclaims all warranties, including warranty of merchantability, non-infringement of third parties' rights, and the warranty of fitness for a purpose.

Under no circumstance shall the Teachers Learning Centre, its suppliers or any third parties mentioned on this website be liable for any damages whatsoever (including without limitations, incidental and consequential damages, loss of profits or damages arising from the use or inability to use the website and the material, whether based on warranty, contract, edict or any other legal theory, and whether or not Teachers Learning Centre is advised of the possibility of such damages.

If any provision of this Website Legal Notice is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Website Legal Notice, which shall remain in full force and effect.

9. Comments, feedback and other submissions

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offer to Teachers Learning Centre on or by this website or otherwise submitted or disclosed or offered in connection with use of this website shall be and remain the Teachers Learning Centre's property. Such disclosure, submission or offer shall constitute an assignment rights, titles and interest in all copyrights and other intellectual property rights in the comments and the right to use Teachers Learning Centre's name along with such comments, without restrictions and without compensation in any way.

Teachers Learning Centre shall be under no obligation to maintain the comments in confidence or to pay any compensation for any comments or respond to comments. The user agrees that any comments submitted to this website will not violate these terms and conditions or any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights that will cause injury to any person or entity.

10. Cookies

A cookie is small piece of data that a website can store on the user's browser and later retrieve. Cookies collect non-personal information for business and marketing purposes. The cookies help the owner to provide a more valuable online experience to the users. The user may set up a browser to disable cookies, however, this might cause certain features of the website to be inaccessible.

11. Links to other websites

This website may contain links to third party websites. These links are provided solely as a convenience to the user and not as an endorsement by Teachers Learning Centre of the contents on such third-party websites. Teachers Learning Centre shall not be liable in any manner whatsoever for the content of linked third party websites regarding the access to, inability to access, use or the accuracy of the content. The user access to linked third party websites will be at his or her own risk.

12. Security

Teachers Learning Centre will take all reasonable measures to secure and prevent the content of this website and the user's information. Teachers Learning Centre does not make any warranties or representation the website contents shall be 100% safe or secure. The user undertakes not to divulge their username and password to any other person. No person, business or entity can gain or attempt to gain unauthorised access to any page on the website or to deliver any unauthorised, damaging or malicious code to this website, and such person shall be criminally liable for such conduct.

13. Agreement in terms of Section 21 of the Electronic Communications and Transaction Act

No information or data displayed on this website constitute an offer, but merely an invitation to do business. Data messages, such as e-mails, addressed to Teachers Learning Centre are only deemed to be received by Teachers Learning Centre once they have been responded to and such reply does not auto-reply. Data message to this website created and sent by the user shall conclude no agreement.

14. General

These terms and conditions hereto constitute the whole agreement between Teachers Learning Centre and the user in respect of the use of the website. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in force and effect. No waiver of any term shall be deemed to be a further and continuing waiver of such term or any other term.