



Terms and Conditions

Welcome to Futureproof!

These terms and conditions outline the rules and regulations for the use of Futureproofonline's Learning Management System (LRM), located at <https://futureproofonline.co.za/>.

We are a subscription service that provides our members with access to educational content over the Internet to certain Internet-connected computers, phones, TVs and other devices ("The Services" or "Our Services"). These Terms of Use govern your use of our service. These Subscriber TERMS OF USE ("Terms of Use" or "Terms") constitute a binding contract between you ("Subscriber" or "Customer" or "You") and Futureproofonline, regarding the terms under which the Company will provide Subscriber with access to The Services.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Subscriber", "Client", "You" and "Your" refers to you, the person log on this LRM and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of South Africa. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

BY ACTIVATING YOUR FREE TRIAL OR MEMBERSHIP, SUBSCRIBER SIGNIFIES ITS AGREEMENT TO ABIDE BY THESE TERMS OF USE ("Acceptance").

Subscriber agrees that its assent, given electronically, will have the same legal effect as if it had been personally signed by Subscriber. To the extent permitted by law, these Terms of Use are intended to supersede any provisions of applicable law, which might otherwise limit their enforceability or effect, because they were entered into electronically. Please print a copy of these Terms of Use for future reference.

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices, such as when we add new features, and Futureproofonline reserves the right in its sole discretion to modify and/or make changes to these Terms of Use at any time. if we make any material change to these Terms of Use,

Your continued use of the service after changes become effective shall mean that you accept those changes. You should visit the services regularly to ensure you are aware of the latest version of the Terms, as any revised Terms shall supersede all previous Terms.

Futureproofonline may modify the services or discontinue their availability at any time.

Cookies

We employ the use of cookies. By accessing Futureproofonline, you agreed to use cookies in agreement with the Futureproofonline's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.



GENERAL

The Services enable Students to connect to recorded instruction, tutoring, and the courses. the services include, without limitation, facilitating and delivering Courses and supporting materials.

You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with your access to and use of the services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

If You elect to access or use our services that involve payment of a fee, then you agree to pay, and will be responsible for payment of, that fee and all taxes associated with such access or use. if you provide credit card information to pay for such fees then you hereby represent and warrant that you are authorized to supply such information and hereby authorize Shaw Academy to charge your credit card on a regular basis to pay the fees as they are due.

If your payment method fails or your account is past due, then We may collect fees owed using other collection mechanisms. this may include charging other payment methods on file with Us and/or retaining collection agencies and legal counsel. we may also block your access to any of The services pending resolution of any amounts due by You to Futureproofonline.

All of your use, access and other activities relating to the services must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and to privacy and personal identity. further, access to our services from territories where their contents are illegal is prohibited. you agree to comply with all applicable laws regarding the transmission of technical data exported from South Africa or the country in which You reside. you must agree to abide by all local rules regarding online conduct and acceptable content.

MEMBERSHIP

Your Futureproofonline membership will continue until terminated. Unless you cancel your membership before your payment date, you authorize us to charge your membership fee to your Payment Method (see "Cancellation 5.3" below). To use the Futureproofonline LRM you must have Internet access and a compatible device, and you must provide us with a current, valid, accepted method of payment, which you may update from time to time ("Payment Method"). In order to validate your payment method, we may make a minor charge in the form of a nominal refundable amount and simultaneously refund that charge. This transaction does not result in any payment having been made to Futureproofonline.

In relation to per course and/or lifetime memberships or any other form of access excluding subscription membership Futureproofonline reserves the right to terminate membership without refund if your Account is inactive for a continuous period of 60 days or more at any stage subsequent to purchase. Should the user wish to reactivate the membership they may do so at the rates available at that future time. Activity and inactivity are defined based by a users' log in to either desktop or mobile services determined by Futureproofonline.



In relation to family/friend accounts a parent account, which is defined as the provider of the family subscription, will have administrative authority to add and remove members from the account. In the event of a parent account cancellation, all child accounts will be also cancelled. A child account will be defined as accounted added to a family by a parent account. It is not possible for a child's account to remove a parent account. All accounts in a family plan will have independent history.

Third party vouchers used to gain membership may only provide access to a single course or module, after which point you will adhere to the same membership fees as a standard member.

5. BILLING

1. **Billing Cycle.** The membership fee for our service will be billed on a on a recurring basis in accordance with your subscription plan. You will be billed to your Payment Method on the calendar day corresponding to the commencement of your paid membership. In some cases, the timing of your billing may change, for example if your Payment Method has not successfully settled or if your paying membership began on a day not contained in a given month.
2. **Payment Methods.** If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained a valid Payment Method. You authorize us to continue billing the Payment Method, as it may be updated and you remain responsible for any uncollected amounts. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
3. **Cancellation:** You can cancel your Futureproofonline membership at any time. If you want to enquire about a payment made on your account, please contact us at: accounts@futureproofsa.com. To cancel, your subscription contact support@futureproof.com
4. **Changes to the Price and Service Plans.** We reserve the right to and may change our service plans and the price of our service from time to time. Futureproofonline will communicate any price changes to you in advance. we will post the changes on this page and/or notify you, either through the members user interface, the membership and payments user interface and/or through other reasonable means such as by email notice sent to the email address specified in your account or otherwise. price changes for subscriptions will take effect at the start of the next subscription period following the date of the price change. Price changes for Subscriptions will take effect at the start of the next subscription period following the date of the price change. please therefore make sure you read any such notification of price changes carefully and if you have any questions or concerns regarding your account, please contact us at support@futureproof.com. please therefore make sure you read any such notification of price changes carefully.

For all payment related enquiries, please contact us at: support@futureproof.com.

For any membership queries, please contact us on support@futureproof.com

6. PASSWORDS & ACCOUNT ACCESS



1. The member who created the Futureproofonline account and whose Payment Method is charged (the "Account Owner") has access and control over the Futureproofonline account. To maintain control over the account and to prevent anyone from accessing the account, the Account Owner should not reveal the password nor the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account.
2. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Futureproofonline LRM site and not through a hyperlink in an email or any other electronic communication, even if it looks official. We can terminate your account or place your account on hold in order to protect you, Futureproofonline or our partners from identity theft or other fraudulent activity.

7. ABOUT US

Where to Find Us

Building 3
Floor 1
Fourways Manor Office Park
3 Macbeth Avenue
Fourways
2055



8. SUBSCRIBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.

Subject to these Terms of Use, Subscriber will be granted a limited, non-exclusive, revocable, non-transferable, and non-sub licensable right to access that portion of Our Service applicable to Your Subscription type. By agreeing to grant such access, the Company does not obligate itself to maintain the LRM Website, or to maintain it in its present form. The Company may upgrade, modify, change, or enhance the Services and convert a Subscriber to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Subscriber's use of the Services and on reasonable prior notice to Subscriber (unless the change is of critical business importance or outside the Company's control, in which case the Company will explain the reason for the changes as soon as is reasonably practicable).

Subscriber agrees to abide by any rules or regulations that the Company publishes with respect to conduct of Subscribers which rules and regulations are hereby incorporated into these Terms of Use by this reference. The Company reserves the right to deny a Subscriber access to Our Service if, in the Company's sole discretion, Subscriber has failed to abide by these Terms of Use or appear likely to do so.

Subscriber accepts that the Company in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Use.



Subscriber promises, acknowledges, and agrees on behalf of itself and any other Subscribers added to their subscription (“Authorized End Users” or “Multi-User Subscriptions”) that:

Access privileges may not be transferred to any third-parties;

It will not access, store, distribute or transmit any Viruses;

It will comply with all applicable laws and regulations with respect to use of the Services;

It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;

It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;

It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;

It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;

It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;

It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

9. AVAILABILITY OF LRM WEBSITE

Subscriber recognizes that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the Company liable for delays that are ordinary in the course of Internet use. Subscriber further acknowledges and accepts that the Website will not be available on a continual twenty-four-hour basis due to such delays, or delays caused by the Company’s upgrading, modification, or standard maintenance of the Website.

10. THIRD PARTY LINKS OR INFORMATION

This Website may contain links to other websites that are not operated by or related to Company. Company is not responsible for the content, accuracy or opinions expressed in such third-party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by Company. A Subscriber that leaves this Website to access these third-party sites does so at its own risk.

11. DISCLAIMERS OF STATEMENTS/WARRANTIES

SUBSCRIBER’S USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT ITS OWN RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS,



WITHOUT ANY STATEMENTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY STATEMENT, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY PROMISES THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET SUBSCRIBER'S NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

12. LIMITATION OF LIABILITY

COMPANY DOES NOT IN ANY WAY EXCLUDE OR LIMIT ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL FOR COMPANY TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

THIS SECTION APPLIES TO MULTI-USER SUBSCRIPTIONS: IN NO EVENT SHALL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, SUBSCRIBER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THESE TERMS OF USE, SHALL BE LIMITED TO THE LESSER OF (I) THE AMOUNT PAID BY SUBSCRIBER TO COMPANY IN SUBSCRIPTION FEES DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE OR (II) TWO THOUSAND RANDS (R2000), REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. SUBSCRIBER WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY SUBSCRIBER AND/OR ITS AUTHORIZED END USERS.

THIS SECTION APPLIES TO INDIVIDUAL SUBSCRIBER RESIDENTS OF A EUROPEAN UNION MEMBER COUNTRY: IN NO EVENT WILL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL LOSSES (WHERE CONSEQUENTIAL LOSSES MEANS LOSS ARISING AS A SIDE EFFECT OF THE MAIN LOSS), WHICH ARE NOT A REASONABLY FORESEEABLE CONSEQUENCE OF SUCH MAIN LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO (I) LOSS OF INCOME OR REVENUE; (II) LOSS OF BUSINESS; (III) LOSS OF PROFITS; (IV) LOSS OF ANTICIPATED SAVINGS; OR (V) LOSS OF DATA.



13. INDEMNITY

Subscriber agrees to compensate and defend fully Company, its officers, employees, agents, successors, and assigns, from and against any damages, losses, and expenses (including reasonable attorneys' fees) resulting from any third-party claim, action or demand arising out of any breach by Subscriber of any representation, warranty, covenant, obligation or duty of Subscriber under this Agreement.

14. SURVIVAL

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms of Service.

15. CHANGES

Except, for any provisions determining the primary contractual obligations of Subscriber and Company hereunder, Company has the right to revise and amend these Terms of Use from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting and Subscriber's continued use of any of the Services following the posting of revised Terms of Use means that Subscriber accepts and agrees to the changes, to the extent permitted by applicable laws.

16. ASSIGNMENT

Subscriber may not transfer these Terms of Use, in whole or in part. Company may transfer these Terms of Use and/or subcontract some or all of its obligations hereunder at any time.

17. INJUNCTION

Subscriber acknowledges that a breach of any confidentiality or proprietary rights provision of these Terms of Use may cause Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Company may seek an injunction to prevent Subscriber from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which Company may be entitled at law or in equity.

18. SEVERABILITY

If any provision of these Terms of Use are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.



19. COMPLETE UNDERSTANDING

These Terms of Use, together with the Privacy Policy & Cookie Policy, constitute the sole and entire agreement between Subscriber and Company with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.

EFFECTIVE DATE: May 15 2020