

UCT OHS OER TERMS & CONDITIONS

This Agreement ("Terms") sets out the terms and conditions that govern your use of the UCT Online High School's Open Education Resources ("OER"). As some of our OER may be software that is downloaded to your computer, phone, tablet, or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these. By agreeing to these Terms and making use of our OER, you consent to the following policies, applicable to, and accessible on, our websites (including the Website and other such URLs that we may indicate from time to time ("Website(s)")), which are incorporated by reference into these Terms: Website Terms of Use and any other policy as is made available on our Websites from time to time ("Policies").

THESE TERMS INCLUDE AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT APPLY TO ALL CLAIMS BROUGHT AGAINST UCT ONLINE HIGH SCHOOL. PLEASE READ THEM CAREFULLY; THEY AFFECT YOUR LEGAL RIGHTS. THE TERMS OF THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SHALL NOT APPLY IF UNENFORCEABLE UNDER THE LAWS OF THE COUNTRY IN WHICH YOU RESIDE.

Using UCT OHS OER

Who May Use our OER

Unless indicated as being in the public domain, the OER provided by UCT OHS are protected by copyright law, and may be used by any individual provided it is for their own personal use. By making use of UCT OHS' OER you agree to retain all copyright and other notices on any content you obtain from the UCT OHS OER Site. **Any use or access by anyone under the age of 18 must be with the assistance and consent of said person's parent or legal guardian.**

No affiliation with learning centres

Whilst we recognise the importance of collaboration and partnership in the education space, UCT Online High School is currently not in a position to collaborate or partner with any learning centre, tutoring organisation and non-governmental organisation.

At present, any centre that supports learners regularly, by offering augmented support at a specific facility is legally required to register as an independent school. Of concern to us is that most centres choose not to do this as they cannot comply with the associated regulations that apply to traditional brick and mortar schools. And UCT Online High School has no control over this issue. In any event, and unlike these learning centres, our education model is slightly different and way ahead of the current regulatory regime.

The mere fact that we make Open Free Curriculum accessible to every learner, including learners who are not registered with UCT Online Home Education should not be interpreted to mean that those learners or their institutions are affiliated with UCT Online High School. It should be noted that learners who sign up for our Open Free Curriculum are not registered with UCT Online High School. As such, we will not take any responsibility for their learning outcomes and cannot provide School-based Assessments or report cards for these learners.

Our Licence to You

Subject to these Terms and our policies we grant you a limited, personal, non-exclusive, non-transferable, and revocable licence to use our OER. You may download content from our OER Site only for your personal, non-commercial use, unless you obtain our written permission to otherwise use the content. Using our OER does not give you ownership of or any intellectual property rights in our Services or the content you access.

Content Offerings

Changes to OER Content

The content of UCT OHS' OER is the same as that used for students formally enrolled with UCT OHS. UCT OHS reserves the right to cancel, interrupt, reschedule, or modify the content of the OER at any time.

No Academic Credit

The use of, or engagement with, UCT OHS' OER does not in any way contribute to an individual's formal progress towards the National Senior Certificate (NSC) or any other educational qualification. By making use of UCT OHS' OER you agree and understand that this does not contribute towards your formal progress in respect of the National Senior Certificate (NSC) or any other educational qualification.

Disclaimer of Relationship to UCT OHS

Except where explicitly stated otherwise, your use of, or engagement with, UCT OHS' OER does not: (a) establish any relationship between you and UCT OHS; (b) enroll or register you in any qualification offered by UCT OHS; or (c) entitle you to the use of UCT OHS' resources beyond what is explicitly provided for in the OER.

Honour Code

In order to make use of UCT OHS' OER, you must agree to the Honour Code below and any additional terms as may be specified from time to time. This Honour Code, and any additional terms, will be made available on the Website.

Honour Code Pledge

By making use of UCT OHS' OER, I agree that:

- I will not publish any of the materials made available through UCT OHS' OER in any way on other sites.
- I will not make solutions to homework and exams available in any way to other users of UCT OHS' OER or to learners enrolled in any of its qualifications.
- I will not discuss the solutions to homework and exams before the submission due date has passed.

In addition, you agree to comply with the legal and regulatory provisions in force. It is therefore strictly forbidden to make:

- racist, hateful, homophobic, sexist or defamatory comments
- obscene, pornographic or harassing remarks
- advertising messages

These provisions should not be construed as being exhaustive and may be revised at UCT OHS' sole discretion.

Violations

If you are found in violation of the Terms and Conditions or the Honour Code, your access to UCT OHS' OER may be terminated and additional appropriate actions, as determined by UCT OHS, may be initiated against you.

Honour Code violations will be determined at the sole discretion of UCT OHS. You will be notified if a determination has been made that you have violated this Honour Code and you will be informed of the corresponding action to be taken as a result of the violation.

Changing the Honour Code

Please note that we review and may make changes to this Honour Code from time to time. Any changes to this Honour Code will be effective immediately upon posting on the Website, with an updated effective date. By accessing the Website and/or UCT OHS' OER after any changes have been made, you signify your agreement to the modified Honour Code and any changes contained therein.

Intellectual Property

Reservation of rights

Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source, and / or object code, as well as all other works (including trading marks and names) contained on the Website, or otherwise provided in the OER is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to, or use of, the OER will not in any way result in an assignment or licence of any intellectual property owned by us or any other party.

User Content

The OER may enable individuals to share their own content, including assignments, with the UCT Online High School, teachers, facilitators, the Student Success Team, and fellow learners. You retain all intellectual property rights in, and are responsible for, the content shared; however, you specifically agree and consent that we, and any relevant recognition / examination / awarding / accreditation body applicable to the OER, shall be entitled to use (at our discretion) all content shared by you for internal research and development, quality assurance, Programme improvement, and non-commercial purposes. Ultimately, it is your responsibility to ensure the proper protection of your intellectual property – if the intellectual property will be best protected by way of trade secret, or you have not filed for protection of protectable intellectual property, then non-disclosure may be an essential protection. We cannot, and do not, guarantee that any intellectual property shared on the Website will not be used by other individuals.

Complaints and Dispute Resolution

General complaints policy

Whether it is positive or negative, the UCT Online High School encourages feedback from any individual making use of its OER. Where this feedback is a complaint we are committed to addressing the complaint in a timely and appropriate manner. All complaints are taken seriously, and every effort has been made to ensure that the UCT Online High School can cater for complaints received on all levels, regardless of severity. The UCT Online High School will seek to address a complaint in a mutually beneficial and satisfactory manner, whenever reasonably possible.

Lodging a complaint

Should you wish to lodge a complaint, you are required to submit this, by sending an email to info@uctonlinehighschool.com. We will strive to ensure that anyone giving feedback does so with the utmost courtesy and respect, and in return, we expect that anyone giving feedback or making a complaint will do so fairly and appropriately. Where we determine that a complaint is abusive, unreasonable, or an individual is unreasonably pursuing a complaint that has previously been investigated, we reserve our rights in relation to our response, and in particular, may elect not to pursue the procedure set out below.

Review and investigation

Once a complaint has been lodged, we will investigate and attempt to address the matter in

question. At this stage, you may be required to provide supporting documentation or other evidence that may be relevant. We will endeavour to address complaints within three working days (although this may not always be possible).

Feedback

Once a complaint has been fully investigated and due process followed, a course of action will be determined by the UCT OHS. The result will either be that the complaint is upheld (in part or in full), and an appropriate form of action is taken, or, that no action is taken, in which case comprehensive feedback and reasons will be provided. This includes, but is not limited to, instances where you have not requested an outcome other than having a platform to voice your concerns.

Disputes

If a mutually satisfactory outcome, course of action, or conclusion cannot be reached following the complaints procedure, or any other kind of dispute arises between the UCT Online High School and you, then you agree that it will be resolved individually, without resorting to any form of class action, and, to the extent compliant with applicable law, exclusively by a court of competent jurisdiction, depending on where the services take place. As a consumer, you may benefit from the right to bring an action in the courts of the country in which you are resident. Nothing in these terms and conditions affects your rights to bring a claim in the courts of the country in which you are resident. To the extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, your rights and obligations, or the rights and obligations of the UCT Online High School, shall be governed by, and construed in accordance with, the laws of the Republic of South Africa. As a consumer, you may benefit from certain mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including this 'Disputes' clause, affects your rights as a consumer to rely on such mandatory provisions of local law.

Nothing in this section will restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate to obtain urgent, injunctive, or equitable relief.

Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without

any restriction or any compensation to you. By accepting your Feedback, UCT Online High School does not waive any rights to use similar or related Feedback previously known to UCT Online High School, developed by our employees, contractors, or obtained from other sources.

Security

We will use reasonable commercial measures to secure our system and related information contained therein, however, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You undertake to notify us immediately of any compromise or unauthorised use of the OER.

Modifying or Terminating our Services

We are constantly changing and improving our services and Qualifications. We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether, including the provisioning of the OER. You may also discontinue your use of our OER at any time.

LIMITATION OF LIABILITY AND INDEMNITY

To the maximum extent permitted by law, the services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. The UCT OHS specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. The UCT OHS further disclaims any and all liability related to your access or use of the services or any related content. You acknowledge and agree that any access to or use of the services or such content is at your own risk.

Limitation of liability

To the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, or damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary, or consequential loss, such as loss of profits, business, goodwill, revenue, or anticipated savings), or other damages of any kind, penalties, actions, judgements, suits, expenses, disbursements, fines, or other amounts that you or any third party might suffer that relates to, or

arises from, these Terms, use of, or engagement with, the OER, or termination of the provisioning of OER for any reason, whether or not anyone anticipated, or should have anticipated, that damages would occur.

Acknowledgement

You acknowledge and agree that the disclaimers and limitations of liability outlined in these Terms reflect a reasonable and fair allocation of risk between you and the UCT Online High School, and that these limitations are an essential basis of our ability to make services available to you on an economically feasible basis.

Time constraint

You agree that, to the extent permissible by applicable law, any cause of action related to these Terms or any services must commence within 3 years after the cause of action comes into being. If not, such cause of action shall be permanently barred.

Indemnity

Subject to any applicable laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to, or arises from, these Terms arising from your use of the OER. This indemnity includes claims arising from use of the Website and OER in ways that do not comply with these Terms, or any breach of your personal information. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the highest permissible scale, and any additional legal and collection costs.

General

Valenture Institute's details: Valenture Institute is an online school trading under Valenture OP CO UK Limited, a company registered in the United Kingdom with its address at 100 Brompton Road, London, SW3 ER.

These Terms and Conditions are a contract between you and Valenture Institute, on behalf of UCT Online High School, and Valenture OP CO UK Limited, a company registered in the United Kingdom with its address at 100 Brompton Road, London, SW3 ER.

Entire agreement: These Terms, together with any relevant and/or applicable policy, shall constitute the entire agreement between you and the UCT Online High School, concerning your use of the OER.

Regulations: You are responsible, in your personal capacity, for adherence to all local statutory regulations.

Revision of Terms: We reserve the right to revise these Terms (including Policies) at our sole discretion, from time to time. These revisions will become effective immediately once being posted to the Website.

Conflict: If any aspect of these Terms conflicts with any information provided on our Website these Terms will prevail, unless expressly stated otherwise.

Severability: In the event that any part of these Terms is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of these Terms.

Assignment: These Terms, and any rights and licences granted in terms of these Terms, may not be transferred or assigned by you, but may be assigned by the UCT Online High School without restriction.

No indulgence / waiver: If the UCT Online High School chooses not to enforce any part of these Terms, this does not mean that it cannot do so at a later time. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other Term.