



TERMS OF USE: Exceed College's Platform

Welcome to Exceed College's websites, apps, and online-platforms! These Terms of Use regulate the use of our Platforms, which are owned or controlled by Exceed College or its affiliates. By accessing and using our Platforms, you agree to abide by these Terms of Use.

1. **Acceptance of Terms:** By accessing and using Exceed College's websites, apps, and online-platforms, you are agreeing to be bound by these Terms of Use. These terms govern your use of our Platforms and all associated services. It is essential to read and understand these terms before using the Platforms.
2. **User Responsibility:** As a user of our Platforms, you are solely responsible for the proper functioning, performance, and security of your computer system, devices, network, and other computing resources used to connect to our Platforms. You must ensure that your device meets all technical specifications required to access and use our Platforms effectively. Implementing adequate safeguards, including virus checks, is your responsibility to protect the safety and reliability of data related to our Platforms.
3. **Prohibited Actions:** When using our Platforms, you must refrain from attempting unauthorized access to any Platform, Product, or Service. Circumventing, hacking, or tampering with the security features of our Platforms is strictly prohibited. Any action that abuses or disrupts the network, security system, or services of our Platforms or is otherwise unlawful is not allowed. Additionally, you must not transmit defamatory, offensive, abusive, harassing, obscene, or hate speech-related material. Sending unauthorized advertisements, spam, or content that infringes on intellectual property rights is also prohibited.
4. **User Account:** To purchase certain Products and Services on our Platforms, you may be required to register a User Account. When creating an account, you must provide current, complete, and accurate information. You are responsible for keeping this information updated. Your User Account allows you secure online access to manage your interactions with us. However, it is essential to maintain the confidentiality of your User Access Information (e.g., username and password) and log out after each session to ensure the security of your account.
5. **Products & Services:** Our Platforms offer various Products and Services that you can browse, order, and purchase online. Please note that the availability of these items is not guaranteed, and we may modify, suspend, discontinue, or limit any Product or Service without prior notice. If an ordered Product or Service is no longer available, we will notify you, and you will receive a refund for the amount already paid.

6. Fees & Pricing: The prices of Products and Services listed on our Platforms are subject to change at any time without prior notice. We reserve the right to limit or cancel the quantity of items purchased per person, household, or order. Certain Products and Services may not be purchased for resale. We also have the right to cancel your order if we suspect that it is placed by an unauthorized dealer, reseller, or distributor.
7. Orders: To place an order for Products or Services on our Platforms, you will need to register a User Account with the relevant Platform and accept the applicable purchase agreement. Before processing any order, you must review and agree to these Terms of Use and any relevant purchase agreement.
8. Payments: When ordering Products or Services through our Platforms, transactions are subject to automated processing. You must provide accurate billing information for all purchases. We offer various payment methods, which may change from time to time, and you are responsible for reviewing the available options.
9. Returns & Cancellations: The purchase and use of Products and Services on our Platforms are subject to our Returns & Cancellations Policy, which outlines the procedures for returning or cancelling orders.
10. Copyright & Intellectual Property: All content on our Platforms, including text, software, photographs, and graphics, is protected by copyright owned by Exceed College or its licensors. You are not allowed to use our name, trademarks, logos, or any content from our Platforms without our express written consent.
11. Electronic Communications: By using our Platforms, you agree to receive communications from us electronically. This includes agreements, notices, disclosures, and other communications necessary for your interactions with Exceed College.
12. Warranties: While we strive to provide accurate and complete information on our Platforms, we make no warranties or guarantees about the quality, timeliness, operation, integrity, availability, or functionality of the Platforms or the accuracy, completeness, or reliability of the information provided. The Platforms are provided "as is" without any express or implied warranties.
13. Liability: Your use of our Platforms is entirely at your own risk, and Exceed College is not liable for any indirect, consequential, or incidental loss or other damages, whether direct or indirect, arising from or relating to your use of our Platforms.
14. Termination: These Terms of Use remain in effect until terminated. We may suspend or terminate your User Account and restrict or limit your access to our Platforms for non-compliance with these Terms of Use.
15. Governing Laws: Exceed College's Platforms are hosted, controlled, and operated from South Africa. Therefore, these Terms of Use are governed by the laws of South Africa, and any disputes will be resolved in South African courts.

16. Personal Information: We collect and use personal information in accordance with our Privacy Policy, which outlines how we handle and protect your data.
17. Optional Tools: Our Platforms may provide access to third-party tools, but we are not responsible for these tools' content or functionality.
18. Third-Party Websites: Exceed College may provide hyperlinks to external third-party websites. We do not endorse the material on these websites or associate with their operators. These Terms of Use do not apply to third-party websites, and we are not responsible for their practices or privacy policies.
19. Cookies: By using our Platforms, you agree to the use of cookies, which help facilitate your experience on our Platforms. We do not store passwords or personal information in cookies.
20. Assignment: You may not assign your rights or delegate your duties under these Terms of Use without our prior written consent.
21. General Terms: Captions and headings are for convenience only and not part of these Terms of Use. Any failure or delay by Exceed College to exercise or enforce any right or provision does not constitute a waiver. If any provision is found invalid or unenforceable, the remaining provisions remain binding.

By using Exceed College's Platforms, you agree to abide by these detailed Terms of Use, which cover various aspects of your interactions with us. It is crucial to understand and comply with these terms to ensure a positive experience when using our Platforms and Services.