



## AOSIS (Pty) Ltd – Specific Terms – eCPD Services

specific terms for the provision of electronic CPD services

10 September 2020

### 1. Application

These specific terms apply to you where you have selected for us to provide you with our eCPD services under an order or begin using the services or exercising any rights granted to you under the agreement.

### 2. Introduction

We provide CPD services over the Internet for various professionals and professional bodies, as a means for maintaining and updating professional competence. We are prepared to be your service provider and provide these services to you, as our client, based on our **terms of Service**, our **online access specific terms**, our **privacy policy** and these specific terms, both of which are incorporated by reference when you order these services from us via our websites. These specific terms contain the specific terms of the agreement between us and you that relate to the CPD services that we provide to you.

These Terms, including all disclaimers set forth herein, shall also inure to the benefit of Board of Editors and their agents, and the contributors to eCPD, as third party beneficiaries hereto, to the same extent that these Terms inure to the benefit of eCPD.

### 3. Definitions

In these specific terms:

**Board of Editors/Editors** means the persons appointed by AOSIS to be responsible for the selection and preparation of CPD Activities for eCPD;

**Business hours.** means our normal business hours on business days (8 am to 4:30 pm South African Standard Time)

**Business days.** means any day within business hours, other than a Saturday, a Sunday, or a holiday (including a public or bank holiday) in South Africa, and any other reference to a day means a calendar day;

**CEU(s)** means continuing education units being the educational value attached to a CPD Activity;

**CPD Activity** means a learning activity for CPD for which CEUs are obtained; All CPD Activities that are offered by eCPD are listed on the eCPD website. Each CPD Activity consists of a set of learning objectives, a recommended learning source accessible through the Internet and an online assessment.

**CPD Certificate** means a certificate issued by eCPD to signify successful completion of a CPD Activity;

**CPD** means continuing professional development, the learning activities professionals engage in to develop and enhance their abilities, as may be required by Professional Registration Bodies;

**Express Courses** are accredited short courses which are included in the Annual Membership offering and exclude the Specialised Courses. Professionals can complete as many of the Express Courses as they wish during their 12-month Membership.

**Health Act** means the Health Professions Act, 56 of 1974, as amended;

**HPCSA** means the Health Professions Council of South Africa;

**Professional Registration Body** means any statutory body (such as the HPCSA) responsible for the registration of persons who are professionals, to enable them to practice their professions;

**Services** mean the services that are provided to professionals by us that entail the following:

- to provide and facilitate completion of CPD Activities through access to scientific resources on the Internet and the eCPD website by means of which professionals may earn CEUs;
- to provide and facilitate completion of CPD Specialised Courses by means of which professionals may earn CEUs;
- to certify CPD Activities by means of online assessments;
- to issue the professional that enrolled for a CPD Activity with a CPD certificate once the activity has been completed successfully;

**Specialised Courses** means courses that are not included in the eCPD® Annual Membership and are designed to increase your knowledge in various specialised topics. The cost per course is clearly marked and varies based on the topic specialisation, in-depth teaching, presenter, and duration of the course.

**Terms** mean the terms and conditions set out herein;

**We, us and our** means AOSIS (Pty) Ltd trading as eCPD®.

## 4. Your responsibilities

### 4.1. Confirmation of Registration or payment and User account:

4.1.1. **Confirmation of Registration or payment. If you (being the professional that submitted a user registration form and/or paid the appropriate fee) do not receive a confirmation notice after submitting the user registration form and payment of our fee, you should immediately contact our administration department at [support@ecpd.co.za](mailto:support@ecpd.co.za).**

4.1.2. You are required to create a user account and provide relevant information in order to use eCPD. It is entirely your responsibility to make sure that the information provided by you to eCPD is up to date and accurate. We will always safely deal with your personal information as set out in our [Privacy Policy](#).

4.1.3. During the user account registration/course enrolment process, you will be asked to agree with these Terms. If you do not agree with these Terms, you should not tick the agreement box, but rather immediately stop using the website. However, if you tick the agreement box, you will be bound by these Terms and all our additional applicable Policies.

4.1.4. Our Service is intended for persons over the age of 18. If you are under the age of 18 years, you must first obtain consent from your parents or legal guardians before enrolment to a course and/or purchasing any of our products or services. This consent must be submitted to us in written form.

4.2. **Password.** You will keep your password secure and hereby warrant that no other person will use the eCPD Services utilising your password, and you acknowledge further that you are responsible for ensuring that no unauthorised access to eCPD Services is obtained using your password and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

4.3. **Source Documents.** eCPD has no control over the source documents that appear on the Internet as they are the sole property of the individual website proprietor. It is accordingly possible that documents are moved to a different website address or removed from the Internet or may only become accessible after payment. We should be notified if this happens whereafter we will endeavour to take corrective action. Please notify eCPD at [support@ecpd.co.za](mailto:support@ecpd.co.za) should this happen.

4.4. You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without our prior written consent. You agree to accept Service of legal process at the address you may provide to us.

- 4.5. The following service fees may apply:
- 4.5.1. **Pay for a yearly eCPD membership for Express Course enrolment to earn CPD points.** The professional that wishes to make use of our Services has to pay our fee; in which case, a yearly membership will be allocated by us. Such Membership can be used to complete CPD Activities within the Express Courses of the professional's choice. This annual Membership **excludes** the Specialised Courses, which will be clearly marked.
  - 4.5.2. **Pay per course for Specialised Courses enrolment.** The professional that wishes to make use of our Services for the Specialised Courses has to pay the fee clearly indicated as the price of the Specialised course. These Specialised Courses are not included in the annual eCPD Membership.
- 4.6. Upon successful completion of a CPD Activity or Specialised Course, the professional will be offered the choice of obtaining a CPD Certificate.
- 4.7. **Communication.**
- 4.7.1. We need to communicate with you from time to time once you have registered a user account; by registering with eCPD, you agree and consent to the receipt of general marketing communication and course-related communication from eCPD.
  - 4.7.2. You can at any time 'opt-out' of generic marketing communication, by clicking on the "unsubscribe" link at the bottom of such marketing emails.
  - 4.7.3. You may not unsubscribe from communication related to the courses you are enrolled to as they may form part of the education/learning and/or course administration process.
- 4.8. **Documentation and internet access.** You will need the following to register with eCPD:
- A current and unique email account;
  - Access to a computer, tablet or mobile phone;
  - Internet access;
  - Your **Professional Registration Body** Registration Number(s), e.g. HPCSA number.
- 4.9. **Access to the eCPD website.** After successfully registering with eCPD and having paid any applicable fees related to access to courses/services/products, you will be granted a license to use the website and the purchased services and products. This license is personal to you, limited in its extent, non-exclusive as others may also obtain such a license from us, non-transferable to anyone else, and revocable by us under certain circumstances.
5. **Our responsibilities**
- 5.1. eCPD provides CPD Services to the professions of South Africa, and Professional Registration Bodies make the rules that determine conditions relating to CPD to be undertaken by registered professionals as a means for maintaining and updating professional competence and who are required to complete a series of accredited continuing education activities each year and to accumulate CEUs in the process.
  - 5.2. eCPD will always strive to maintain accreditation of its CPD Service with Professional Registration Bodies, where applicable, and will display its accreditation status on the eCPD® website.

## 6. Support

### 6.1. We will provide the following support services

- provide a telephone and email help desk for support requests during business hours;
- provide an emergency telephone helpdesk for support requests after business hours;

Support contact	Contact details	
Help desk	+27 21 975 2602	<a href="mailto:support@ecpd.co.za">support@ecpd.co.za</a>
Emergency Helpdesk	+27 21 975 2602 and select the appropriate option for eCPD	

### 6.2. After business hours. If you submit a support request to the help desk after business hours and via:

- 6.2.1. email, we will collect it in our email inbox; or
- 6.2.2. telephone, we will forward the call to voicemail;
- 6.2.3. we will then address it on the following working day. We may forward telephonic support requests to a separately monitored mobile phone in our discretion, but are not obliged to do so.

## 7. Fees

7.1. Each CPD Activity is allocated a number of CEUs that has been determined by eCPD in its sole discretion.

7.2. Our fee for the rendering of the Services will be:

- 7.2.1. An annual eCPD membership fee that grants you access to all the Express CPD courses and excludes all Specialised Courses;
- 7.2.2. A fee per course that grants you access to Specialised Courses.

7.3. Our fee shall deem to have been earned on the date upon which we have sent a confirmation notice confirming our acceptance of the submission of a user registration form and/or receipt of payment of the appropriate fee for the provision of the Services.

7.4. **eCPD Annual Membership.** Each Annual Membership purchased shall remain valid for a period of one (1) year. Memberships cannot be frozen or be transferred from one individual to another. Upon termination of the annual Membership, you will be unenrolled from any course/s which you have not yet completed and obtained a pass mark.

7.5. **Specialised Courses.** Each Specialised Course purchased shall remain valid for a maximum period of one (1) year or until the course expiry date, whichever occurs first.

7.6. **Refunds.** No refund of the fees paid will be given by eCPD if you decide to or should be prevented for any reason from making use of our Services to the full extent to complete any CPD Activity successfully or should the accreditation of our Service with any applicable Professional Registering Body terminate for any reason whatsoever.

**7.7. Payment Options.** When you enrol for a Course, you have payment options.

7.7.1. Full payment of the course fee via credit card, in which case your access to the course will be immediately after a successful transaction. All credit card transactions are handled by an independent and secure service provider, and we do not capture and/or store any of your credit card details.

7.7.2. Full payment of the course fee via Electronic Fund Transmission (EFT) through your bank account. If you choose the EFT option, you will only be enrolled in the course upon receipt of your payment into our bank account. This may take a few days. You need to follow the instructions provided when you choose the EFT option.

7.7.3. We do not accept or deal with cheques or cash.

## **8. Specialised Courses**

### **8.1. Content and relevance**

It is your duty to make sure the Specialised Course(s) you enrol in and pay for is suitable for your learning requirements. You are therefore required to go through the course information thoroughly before enrolling into such a course. eCPD® will not, under any circumstances guarantee the relevance of the course material to you, nor your ability for career advancement as a result of completing any of the Specialised course(s).

### **8.2. Language**

8.2.1. Most of the course material, administration and instructions will be in English. There may, however, also be course material in other languages, and you need to make sure you are competent with the language of instruction of each course before enrolment.

8.2.2. All coursework that is required for assessment purposes must be written in English unless indicated otherwise. This includes posts made on the discussion forum.

### **8.3. Software**

8.3.1. You will need the following software for optimal access and viewing of course material on our website:

- **Adobe PDF Reader** to read the course material in PDF format.
- Microsoft PowerPoint to view slide presentations.
- Microsoft Word to read and create your own documents.

8.3.2. All software and resources required for course completion, in addition to our website, is always at your own cost. Some software may perform the same as our recommended software, but we cannot guarantee that they will function optimally.

8.3.3. Should software and resources be required by certain courses, in addition to those listed above, you will be informed of this on enrolment to that course.

### **8.4. Access to Specialised Courses**

Only individuals who are enrolled for a course may participate in that course. You may not disclose your login details to any other person, nor may you permit any other person to participate in any course on your behalf or likewise impersonate another person on our website.

### **8.5. Accreditation**

The accreditation status of each course will be clearly indicated in the course information.

Some of our Specialised Courses may be provided in collaboration with and/or approved by Higher Education Institution partners or Professional Societies. However, such courses are usually not formally accredited by those institutions and will therefore not count for educational credits towards formal qualifications of those institutions. You will also not be entitled to the support or resources of such institutions by participating in a course provided by that institution through our website and services.

Some of our courses may be provided in collaboration with specialist content experts, and although of a very high standard, may not necessarily be accredited within the formal educational framework.

## 8.6. Cancellations, Refunds and deferrals of Specialised Courses

- 8.6.1. **Cancellation of enrolment.** If you wish to cancel your course enrolment, you will need to contact us at support@ecpd.co.za or on +27 21 975 2602. We may ask you to complete and submit a cancellation of the enrolment form.
- 8.6.2. **Refunds: Depending on the time delay since your enrolment to a course you may qualify for a refund:**
- Within 7 (seven) calendar days from the date of your enrolment, you may qualify for a full refund.
  - Within 14 (fourteen) calendar days from the date of your enrolment, you may qualify for a seventy-five per cent (75%) refund.
  - If you wish to cancel enrolment at any time later than 14 (fourteen) calendar days from the date of your enrolment, you will not qualify for any course fee refund.
  - Your refund will be paid to you as soon as possible, and not later than 30 (thirty) days after us receiving and accepting your request for cancellation.
  - You also do not qualify for any refund of course fees if you have completed the course and/or obtained the course completion certificate before the application for cancellation.
  - Any assessments and/or assignments completed prior to the date of the cancellation will not be credited to you upon re-enrollment to the same course at a later date.
- 8.6.3. **Deferrals.** We do not provide for course deferrals. However, should you wish to complete your course during a later scheduled presentation of the same course, we will terminate your enrolment and refund you in full or partially, depending on the time delay since enrolment (see above). Should the same course be not available at the time you wish to re-enrol in the same course, you will not be entitled to any further refunds.
- 8.6.4. **Cancellation of Specialised Courses:** We reserve the right to cancel any Specialised Course if there is insufficient enrolment. You will receive a full refund of the course fee, but without any interest.

## 9. Editorial control and content

- 9.1. The eCPD site may contain information on a vast number of products, ranging from medicines, books and other publications to medical equipment. eCPD cannot screen or filter the information on all such products and does not accept liability for defamatory content in any of the products or services accessible through the eCPD site. eCPD encourages our users to report any infringing, illegal or defamatory content found in any products available from the eCPD site in order to investigate whether such a product(s) should be removed.
- 9.2. All scientific material published on or links provided by eCPD undergoes review by the Board of Editors to ensure fair balance, objectivity, independence, and relevance to educational needs of health professionals. The Board of Editors has consulted sources believed to be reliable in their efforts to provide information that is in accord with the standards accepted at the time of posting. However, in view of the possibility of error by the authors, editors, or publishers of the works contained on or accessible via the eCPD website, eCPD and the other parties involved in the preparation or selection of material contained on or accessible via the eCPD website, we do not represent or warrant the accuracy, completeness or currency of such material, and are not responsible for any errors or omissions or for the results obtained from the use of such material. Users are encouraged to confirm the information contained on or accessible via the eCPD website with other sources.
- 9.3. The information contained on or accessible via the eCPD website does not constitute medical advice.
- 9.4. Non-healthcare professional users reading health-related information available on or via the eCPD website

should review the information carefully with their professional healthcare provider. The information is not intended to replace the professional advice offered by healthcare professionals. eCPD makes no representations or warranties with respect to any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the eCPD website. eCPD will not be liable for any direct, indirect, consequential, or special damages arising therefrom.

## **10. Links to external sites**

- 10.1.** The eCPD® website contains links to sites owned and operated by third parties. These links do not imply eCPD's endorsement of the material on any other site, and eCPD disclaims all liability with regard to your access to or use of material contained on such linked web sites.
- 10.2.** Your access to and use of material contained on other sites accessible via the eCPD website will be subject to the terms of use imposed by the owners and operators of those sites and applicable law. eCPD does not have any relationship with the owners and operators of those sites, and eCPD is not legally entitled and does not attempt to grant any rights in relation to such other sites. The provision of a link to such other sites should accordingly not be construed as a license to exercise any rights in relation to such other sites and the content thereof.

## **11. Interruption of Service**

- 11.1.** You acknowledge and accept that from time to time, the eCPD® website and/or services may be inaccessible or inoperable, by reason of amongst others (but not exclusive) maintenance, technical malfunctions, communication links breakdown or any other causes beyond our control.
- 11.2.** Such interruption to the accessibility of the eCPD website or services will not be deemed a breach of this agreement under any circumstances whatsoever, and we will not, under any circumstances, be liable to you for any costs, claims or damages that you may sustain or suffer as a result of any interruption, inoperability or inaccessibility of the eCPD® website and/or services.

## **12. Complaints and Dispute resolution**

- 12.1.** If you have a complaint about our Services, you need to submit it in writing to the Senior Manager of eCPD at [support@ecpd.co.za](mailto:support@ecpd.co.za) who shall endeavour to review and investigate the complaint, within five (5) Business Days after it has been referred to them.
- 12.2.** We may ask you to provide supporting documentation or other evidence that may be relevant, in order for us to fully investigate the complaint. Once the matter has been investigated, and due process followed, you will receive a written response informing you of the feedback, outcomes or suggested course of action related to the complaint.
- 12.3.** Should the dispute not be resolved through the procedure above, then it shall be resolved by way of mediation and, in the event of mediation failing, arbitration under the arbitration laws and rules applicable in the Republic of South Africa, with such arbitration to be held in Cape Town, South Africa, unless otherwise agreed between us.
- 12.4.** The procedure above will not restrict any Party's right to apply to a competent court for relief. You agree with us that a competent court in all cases relating to these Terms of Use, of your use of our Service, shall be a magistrate court with jurisdiction in the geographical area where the head office of AOSIS is situated.
- 12.5. Breach:** In the event, you commit any material breach of these Terms and/or Terms of Use of eCPD and fail to remedy the breach within seven (7) days after receiving a written notice to do so from us, we may terminate your participation in the Specialised course and/or cancel your eCPD Annual Membership for which you are enrolled, and you will not be entitled to a refund of any portion of the course fee.

## **13. Unauthorised use of our website:**

- 13.1.** eCPD reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its website, network and back-office applications because we have to ensure reliable operation and security of our services to all eCPD's users.

- 13.2.** When you register on the eCPD website, your unique email address will be your username, and you will choose a password only known to you. It is your personal responsibility to protect your profile details. You agree to contact us immediately if you experience any unauthorised use of your profile details on the website. We take all reasonable security steps and precautions, and no liability will lie with us for damage caused by the malicious use of this website or by damaging data or code that is passed on to you through the use of the eCPD website.
- 13.3.** Since it is your responsibility to protect your login details, you are responsible for any misuse of eCPD's online services that occurs through your account. It is your responsibility to ensure that unauthorised persons do not gain access through your profile to misuse eCPD's Service.
- 13.4.** You may not utilise our website to deliver or attempt to deliver any unauthorised, damaging or malicious code to our website and services. Any person or entity which does so, or attempts to do so, may be held criminally liable by us. Furthermore, should we suffer any damage or loss due to such unauthorised use, we shall be entitled to claim civil damages against you.
- 13.5.** Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ETCA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by eCPD and its owners, affiliates, agents and/or partners.

## **14. Warranties and liability**

- 14.1.** Although eCPD endeavours to provide accurate, up-to-date and truthful information on the eCPD® website, eCPD and its directors, employees and agents do not make any representations or give any warranties of any kind, whether expressly, tacitly or implicitly, as to the operation of the eCPD® website, the accuracy or currency or completeness of the content thereof or any aspect of the products and services advertised on or available from the eCPD website.
- 14.2.** eCPD does not represent or warrant that a product or item advertised on the eCPD® website will always be available. This is in each instance to be confirmed directly with the advertiser or supplier of the Product or Service concerned.
- 14.3.** Persons wishing to use the information available from or via the eCPD® website do so at their own risk.
- 14.4.** eCPD, its directors, employees and agents will not be liable for any damage of whatever nature (including but not limited to direct, indirect, incidental, punitive and consequential damages) arising or resulting from any person accessing the eCPD® website, or being unable to access the eCPD website or using the content thereof for any purpose whatsoever, including cancellation or modification of the rules and regulations of any Professional Registration Body pertaining the system of CPD and/or professional re-registration save to the extent that such liability cannot be excluded by law.
- 14.5.** In no event will our aggregate liability for any claims arising in connection with the provision of the Services or any matter relating thereto exceed the fees actually received from you in respect of such Services, irrespective of the cause of action (whether in contract, statute or delict, including for negligence).
- 14.6.** We will be excused from a failure to perform or delay in the provision of the Services if and to the extent that circumstances outside our reasonable control prevent or delay the provision of the Services.

## **15. Indemnification**

- 15.1.** You agree to hold harmless and indemnify eCPD, its directors, the Board of Editors and their agents, and the contributors to the eCPD® website, against any liability for any claims and expenses, including reasonable attorney's fees, relating to any violation of these Terms or arising out of any information submitted by you and placed on the eCPD® website.



## **16. Applicable Law**

- 16.1.** The eCPD® website is created, maintained and controlled in the Republic of South Africa and as such the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these disclaimers, terms and conditions and any legal matter resulting from the use or inability to use the eCPD® website, without giving effect to any principles of conflict of laws.

## **17. eCPD Copyright notice**

- 17.1.** Copyright © 1999 – current year African Online Scientific Information Systems (Pty) Ltd (Short name AOSIS), Reg. No. 2002/002017/07, trading as eCPD®, Postnet Suite 110, Private Bag X19, Durbanville, 7551, Cape Town, South Africa, [support@ecpd.co.za](mailto:support@ecpd.co.za). All rights reserved.
- 17.2.** The content and design of eCPD® website are protected under South African and International copyright law. The eCPD® website is for your personal non-commercial use. You may not reproduce, adapt, disseminate, distribute, transmit, display, or publish any materials contained on the eCPD® website without the prior written permission of eCPD or the appropriate copyright owner.
- 17.3.** eCPD® is a registered trademark of African Online Scientific Information Systems (Pty) Ltd (Short name AOSIS).

## **18. General**

- 18.1.** These Terms and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to the Services offered and any products and services acquired through the eCPD® website. These Terms shall override any contrary terms or conditions incorporated by you in your communications with us, and any such conflicting terms or conditions will not form part of the agreement concluded between us.
- 18.2.** Our failure to enforce any provision of these Terms strictly will not be construed as a waiver of any provision or right. In the event that a portion of these Terms is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.

## **19. Changes**

- 19.1.** We may change the terms at any time, and where this affects your rights and obligations, we will notify you of any changes by placing a notice in a prominent place on our website or by email. If you do not agree with the change, you must stop using the services. If you continue to use the services following notification of a change to the terms, the changed terms will apply to you, and you will be deemed to have accepted such terms.