

## REFUND, CANCELLATION AND RETURN POLICY

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### IR Worx (Pty) Ltd

#### 1. Introduction

IR Worx (Pty) Ltd ("IR Worx", "we", "us" or "our") is committed to providing quality online courses, training programmes, digital learning materials and related products and services.

This Refund, Cancellation and Returns Policy explains the circumstances in which a customer may request a cancellation, refund, exchange, credit or return.

This Policy should be read together with our:

Website Terms and Conditions;

Privacy Policy;

Cookie Policy;

PAIA Manual; and

any product- or course-specific conditions displayed at the time of purchase.

Nothing in this Policy is intended to exclude, restrict or replace any rights that a consumer may have under applicable South African law, including the Consumer Protection Act, 2008 ("CPA") and the Electronic Communications and Transactions Act, 2002 ("ECTA"), where applicable.

Where applicable legislation provides a consumer with rights that are more favourable than this Policy, those statutory rights will apply.

#### 2. Products Covered by This Policy

This Policy applies to products and services purchased directly from IR Worx through our website or another authorised IR Worx sales channel.

These may include:

online courses;

e-learning programmes;

digital training programmes;

webinars;

virtual instructor-led training;

downloadable course materials;

digital documents and resources;

training packages;

subscriptions, where offered;

workshops;

classroom-based training, where offered; and

physical products, where specifically sold by IR Worx.

Different refund or cancellation conditions may apply depending on the type of product or service purchased.

#### 3. Online Courses and Digital Products

Online courses and digital products are different from physical goods because access may be provided immediately after payment.

Once a customer or learner has received access to an online course, downloaded digital material or substantially used the purchased digital service, the product cannot ordinarily be "returned" in the same manner as a physical product.

Refund requests for digital products will therefore be considered having regard to:

applicable consumer legislation;

when the purchase was made;

whether course access has been activated;

whether the learner has logged into the course;

the amount of course content accessed;

whether downloadable materials have been downloaded;

whether an assessment has been attempted;

whether a certificate has been issued;

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whether a live training session has already taken place; and the reason for the refund request.

### 4. Cancellation Before Course Access

Where a customer purchases an online course but has not yet accessed the course or downloaded any associated digital material, the customer may contact IR Worx to request cancellation.

Where the cancellation qualifies for a refund under applicable law or is otherwise approved by IR Worx, the applicable refund will be processed in accordance with this Policy.

Customers are encouraged to submit cancellation requests as soon as possible after making a purchase.

### 5. Cancellation After Course Access Has Started

Once a learner has accessed an online course, the refund request will be assessed based on the circumstances.

IR Worx may take into account:

- how much of the course has been accessed;
- how much time has passed since purchase;
- whether downloadable materials have been obtained;
- whether assessments have been completed;
- whether a certificate has been generated;
- the nature of the complaint; and
- any statutory consumer rights that apply.

Subject to applicable law, IR Worx may decline a voluntary refund where a learner has substantially consumed or completed the purchased digital product.

### 6. Completed Courses

Subject to any mandatory rights available under applicable law, refunds will not normally be provided where a learner has:

- completed the course;
- accessed substantially all of the course material;
- completed the final assessment;
- received a certificate of completion; or
- otherwise received substantially the full benefit of the purchased service.

This provision does not limit any statutory remedy that may apply where IR Worx has failed to provide the service as required by law.

### 7. Downloadable Digital Products

Certain IR Worx products may include downloadable materials such as:

- manuals;
- templates;
- guides;
- workbooks;
- presentations;
- documents;
- forms;
- checklists; or
- other digital resources.

Because downloadable digital products can ordinarily be retained after download, refunds may be restricted once the customer has downloaded or otherwise obtained the digital material.

Any such restriction remains subject to applicable consumer legislation.

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### 8. Incorrect Course Purchase

Customers are responsible for reviewing the course description and available information before completing a purchase.

If you accidentally purchase the wrong course, contact IR Worx as soon as possible.

Where the course has not yet been substantially accessed, IR Worx may, at its discretion and subject to applicable law:

transfer the enrolment to another suitable course;

issue an account credit;

refund the purchase; or

offer another reasonable solution.

Any difference in price between the original and replacement course may be payable or refundable, as applicable.

### 9. Duplicate Payments

If you are charged more than once for the same transaction because of a payment-processing error, please contact IR Worx.

Once the duplicate payment has been verified, the duplicate amount will be refunded.

IR Worx may request reasonable information to locate and verify the transactions.

### 10. Incorrect Amount Charged

If you believe that an incorrect amount has been charged, please contact IR Worx as soon as reasonably possible.

We will investigate the transaction.

If an overcharge is confirmed, the applicable amount will be refunded or otherwise corrected.

### 11. Payment Gateway Problems

Payments may be processed through third-party payment service providers.

If a payment appears to have failed but funds have been deducted from your account, please contact us before attempting multiple additional payments where reasonably possible.

We may need to verify the payment with the relevant payment provider.

Where a payment was unsuccessful and funds are automatically reversed by the payment provider or financial institution, the time required for the funds to appear in your account may depend on the relevant provider or bank.

### 12. Technical Problems

If you cannot access a purchased course because of a technical problem with the IR Worx website or learning platform, please contact us so that we can investigate and attempt to resolve the issue.

Depending on the circumstances, an appropriate remedy may include:

restoring access;

extending the course access period;

providing alternative access;

transferring the learner to an equivalent course;

providing a credit; or

providing a refund where required or appropriate.

A refund will not normally be provided solely because of technical problems caused by equipment or services outside the reasonable control of IR Worx, such as:

an unsupported or outdated customer device;

the customer's internet connection;

browser configuration;

insufficient data;

customer network restrictions; or

software installed on the customer's device.

We will nevertheless endeavour to provide reasonable assistance in identifying access problems.

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### 13. Course Not as Described

IR Worx aims to describe its courses and products accurately.

If you believe that a purchased course differs materially from the description provided at the time of purchase, please contact us with details of the issue.

IR Worx will investigate the complaint and provide an appropriate remedy where required.

Depending on the circumstances and applicable law, the remedy may include:

- correcting the problem;
- providing replacement or updated material;
- providing access to another course;
- issuing a credit; or
- providing a full or partial refund.

### 14. Course Cancellation by IR Worx

IR Worx may occasionally need to cancel or discontinue a course due to circumstances such as:

- insufficient enrolment for a scheduled programme;
- instructor unavailability;
- technical problems;
- changes in legislation or course requirements;
- circumstances beyond our reasonable control; or
- other operational reasons.

Where IR Worx permanently cancels a paid course before providing it, the customer will ordinarily be offered an appropriate remedy.

This may include:

- a full refund;
- transfer to an equivalent course;
- an account credit; or
- another option agreed with the customer.

### 15. Rescheduled Training

For scheduled webinars, virtual instructor-led training, workshops or classroom training, IR Worx may occasionally need to change the date or time.

Where a session is rescheduled, customers will be informed as soon as reasonably possible.

Where the customer cannot reasonably attend the replacement date, IR Worx may offer:

- another available session;
- an equivalent programme;
- account credit; or
- a refund where appropriate or required by law.

### 16. Customer Cancellation of Scheduled Training

Where a customer books a scheduled course, webinar, workshop or other training event and later wishes to cancel, the customer should notify IR Worx as soon as possible.

Any cancellation charge or refund will be determined with regard to:

- how far in advance the cancellation is received;
- costs already reasonably incurred;
- whether the booking can reasonably be filled by another participant;
- the nature of the programme;
- any course-specific cancellation conditions; and
- applicable consumer legislation.

Any cancellation charge imposed by IR Worx will be subject to applicable law, including requirements relating to reasonable cancellation charges where applicable.

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### 17. Failure to Attend

Where a customer or learner fails to attend a scheduled training session without cancelling beforehand, a refund may not ordinarily be available, subject to applicable consumer law and the circumstances of the booking.

IR Worx may, at its discretion, permit the learner to attend a future session where space is available.

### 18. Cooling-Off Rights

South African law may provide consumers with cooling-off or cancellation rights in certain circumstances.

The availability and extent of these rights may depend on factors including:

- how the transaction was concluded;
- whether the transaction resulted from direct marketing;
- the type of product or service;
- whether performance of the service has commenced;
- whether digital content has been supplied; and
- any statutory exclusions or qualifications.

IR Worx will comply with mandatory cooling-off and cancellation rights where they apply.

Nothing in this Policy is intended to prevent a consumer from exercising a statutory right of cancellation.

### 19. Promotions and Discounted Courses

Courses purchased during promotions, sales or using discount codes remain subject to this Policy and applicable consumer law.

A promotional price does not remove a customer's statutory rights.

Where a refund is approved for a discounted purchase, the refund will ordinarily be calculated using the amount actually paid rather than the normal advertised price.

### 20. Course Bundles

Where multiple courses are purchased as a bundle or package at a discounted price, a refund request may be assessed based on the bundle as a whole and the amount of content already accessed.

If a partial refund is approved, IR Worx may reasonably take into account:

- the courses already accessed;
- the normal or allocated value of those courses;
- the discount provided for purchasing the bundle; and
- applicable consumer legislation.

### 21. Corporate and Bulk Purchases

Companies and organisations may purchase multiple learner licences or training packages.

Corporate or bulk purchases may be subject to additional written terms, quotations or agreements.

Where separate written terms have been agreed, those terms will apply together with this Policy, subject to applicable law.

Refunds relating to unused learner licences may be considered according to the relevant agreement and circumstances.

### 22. Transfer of Course Access

Where appropriate, IR Worx may allow unused course access to be transferred from one learner to another instead of issuing a refund.

Transfers may be subject to conditions, including that:

- the original learner has not substantially accessed the course;
- no certificate has been issued;
- the transfer does not breach accreditation requirements; and
- the request is reasonable.

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IR Worx reserves the right to determine whether a course enrolment can reasonably be transferred.

### 23. Certificates

A refund will not ordinarily be granted merely because a learner does not obtain a certificate where the learner failed to satisfy clearly communicated completion or assessment requirements.

If a certificate was incorrectly withheld because of an IR Worx administrative or technical error, IR Worx will endeavour to correct the error.

### 24. Accreditation and Recognition

Customers are responsible for reviewing the accreditation or certification information displayed for a course before purchasing.

A certificate of completion does not necessarily constitute a formally accredited qualification.

Where a course is accredited, endorsed or recognised by a third party, this will be expressly indicated where applicable.

A refund will not ordinarily be granted because a customer incorrectly assumed a course had accreditation that was not advertised by IR Worx.

This does not affect remedies available where information supplied by IR Worx was inaccurate or misleading.

### 25. Physical Products

If IR Worx sells physical products through the website, those products may qualify for returns, repairs, replacements or refunds in accordance with applicable consumer legislation.

Unless a different product-specific procedure is provided, customers wishing to return a physical product should contact IR Worx before sending the product back.

The customer should provide:

their name;

order number;

product details;

reason for the return; and

photographs where the product is alleged to be damaged or defective and photographs can reasonably assist us.

Nothing in this section limits statutory rights relating to defective, unsafe or unsuitable goods.

### 26. Defective or Incorrect Physical Products

If IR Worx supplies a physical product that is materially defective, damaged, unsafe or different from the product ordered, please contact us as soon as reasonably possible.

Where applicable, IR Worx will provide a remedy in accordance with South African consumer legislation.

Depending on the circumstances, this may include:

repair;

replacement; or

refund.

### 27. Change-of-Mind Returns for Physical Products

Where a customer simply changes their mind about a physical product, any return will depend on: applicable statutory rights;

the nature and condition of the product;

whether it has been used;

whether packaging or seals have been opened;

hygiene or safety considerations; and

any product-specific return conditions.

IR Worx may decline a voluntary change-of-mind return where there is no legal obligation to accept the return.

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### 28. How to Request a Refund or Cancellation

To request a refund, cancellation, exchange, transfer or return, please contact IR Worx.

Your request should preferably include:

your full name;

email address used for the purchase;

order or transaction number;

course or product purchased;

date of purchase;

reason for the request; and

any supporting information reasonably required to investigate the request.

Email: [info@irworx.co.za](mailto:info@irworx.co.za)

Website: [www.irworx.co.za](http://www.irworx.co.za)

Please do not provide full debit or credit card numbers by email.

### 29. Assessment of Refund Requests

IR Worx will assess refund requests fairly and reasonably.

We may need to verify:

the transaction;

course-access records;

download records;

payment information;

communication relating to the purchase; and

other information reasonably relevant to the request.

Where additional information is required, we may contact the customer before making a decision.

### 30. Approved Refunds

Where a refund is approved, IR Worx will ordinarily refund the applicable amount using the original payment method where reasonably possible.

Where this is not possible, an alternative reasonable payment arrangement may be agreed.

The time required for a refund to appear in the customer's account may depend on:

the payment method;

payment gateway;

card provider; and

customer's financial institution.

Processing times outside IR Worx's control may therefore vary.

### 31. Partial Refunds

In appropriate circumstances and where permitted by law, IR Worx may offer a partial refund instead of a full refund.

This may apply where a customer has already received a substantial portion of the purchased service or accessed part of a course.

Any partial refund will be determined reasonably, having regard to the circumstances and applicable consumer legislation.

### 32. Account Credits

Where agreed with the customer, IR Worx may provide an account credit instead of a cash refund.

A customer will not be required to accept an account credit instead of a refund where applicable law entitles the customer to a monetary refund.

The terms and validity period of voluntary credits will be communicated when the credit is issued.

### 33. Fraudulent Refund Requests

IR Worx reserves the right to investigate suspected fraudulent or abusive refund requests.

Examples may include:

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completing a course and then falsely claiming it was never accessed;  
downloading substantial course materials before requesting a refund for the purpose of retaining them without payment;  
making false payment claims;  
abusing promotional offers; or  
repeatedly purchasing and refunding products in bad faith.  
Nothing in this provision prevents a customer from making a genuine complaint or exercising statutory consumer rights.

### 34. Chargebacks and Payment Disputes

Customers are encouraged to contact IR Worx first where there is a genuine problem with a transaction so that we can attempt to resolve the matter.

This does not prevent a customer from exercising legitimate rights available through a bank, payment provider or applicable law.

IR Worx may provide transaction and course-access records to a payment provider when reasonably required to respond to a payment dispute.

### 35. Personal Information

Personal information provided as part of a refund, cancellation or return request will be processed in accordance with our Privacy Policy and applicable South African data protection legislation, including the Protection of Personal Information Act, 2013 ("POPIA").

Information may be processed for purposes including:

- verifying the customer;
- locating the transaction;
- investigating the request;
- processing a refund;
- preventing fraud;
- maintaining financial records; and
- complying with legal obligations.

### 36. Consumer Protection

Nothing in this Refund, Cancellation and Returns Policy is intended to waive, exclude or limit a consumer right or remedy where doing so would be prohibited by law.

This Policy must be interpreted in accordance with applicable South African legislation.

If a provision of this Policy conflicts with a mandatory consumer protection provision, the applicable statutory provision will prevail to the extent of the conflict.

### 37. Changes to This Policy

IR Worx may update this Refund, Cancellation and Returns Policy from time to time to reflect changes in:

- our products;
- online courses;
- payment methods;
- business operations;
- applicable legislation; or
- regulatory requirements.

The latest version will be published on our website.

The "Last Updated" date at the beginning of this Policy indicates the date of the most recent revision.



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### 38. Contact Information

Questions, cancellations, returns and refund requests may be directed to:

IR Worx (Pty) Ltd

Website: [www.irworx.co.za](http://www.irworx.co.za)

Email: [info@irworx.co.za](mailto:info@irworx.co.za)

When contacting us about an existing purchase, please include your order or transaction reference where available.

### 39. Related Policies

This Policy should be read together with:

Website Terms and Conditions;

Privacy Policy;

Cookie Policy;

PAIA Manual; and

any course- or product-specific conditions displayed before purchase.

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IR Worx (Pty) Ltd

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