

WEBSITE TERMS AND CONDITIONS

IR Worx (Pty) Ltd

1. Introduction

These Website Terms and Conditions govern your access to and use of the website operated by IR Worx (Pty) Ltd ("IR Worx", "we", "us" or "our"), including the purchase and use of online courses, training programmes, digital learning material and related products or services offered through the website.

By accessing this website, creating an account, purchasing a course or using any of our products or services, you agree to be bound by these Terms and Conditions.

If you do not agree with these Terms and Conditions, you should not purchase or use our online courses or services.

These Terms and Conditions should be read together with our:

Privacy Policy;

Cookie Policy;

PAIA Manual;

Refund and Cancellation Policy, where separately published; and
any course-specific terms displayed at the time of purchase.

2. About IR Worx

The website and online training services are operated by:

IR Worx (Pty) Ltd

Website: www.irworx.co.za

Email: info@irworx.co.za

Further company and contact information may be displayed elsewhere on our website or provided upon request.

3. Definitions

For purposes of these Terms and Conditions:

"Course" means any online course, programme, workshop, webinar, training product or learning programme offered by IR Worx.

"Course Content" means videos, text, documents, presentations, assessments, quizzes, graphics, templates, downloadable material and other learning content forming part of a Course.

"Customer" means a person or organisation purchasing a Course or other product or service from IR Worx.

"Learner" means the individual authorised to access and participate in a Course.

"Website" means the IR Worx website and any associated online learning or course platform operated by or on behalf of IR Worx.

"Account" means a registered user profile through which a Learner accesses Courses or related services.

4. Eligibility to Purchase

You must have the legal capacity to enter into a binding agreement in order to purchase a Course.

If you purchase a Course on behalf of a company or other organisation, you confirm that you are authorised to enter into the transaction on that organisation's behalf.

Where a Course is purchased for another Learner, the purchaser is responsible for ensuring that the Learner is informed of and complies with these Terms and Conditions.

5. Course Information

IR Worx aims to provide accurate information regarding each Course, including where applicable: the Course title;

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Course description;
Course content or curriculum;
expected duration;
delivery method;
prerequisites;
price;
access period;
assessment requirements;
certification information; and
any relevant accreditation information.

Course descriptions are intended to provide a reasonable overview of the Course.

IR Worx may make reasonable changes to Course content where necessary to improve quality, maintain accuracy, update legal or technical information or reflect developments in the relevant subject area.

6. Course Enrolment

A Course purchase is subject to:
successful completion of the online ordering process;
acceptance of these Terms and Conditions;
successful payment, unless alternative payment arrangements have been agreed;
availability of the Course; and
any eligibility requirements applicable to the particular Course.

An order is not considered completed until payment has been successfully processed or IR Worx has otherwise confirmed the enrolment.

IR Worx reserves the right to decline or cancel an enrolment where there is reasonable cause to do so, including suspected fraud, payment irregularities or misuse of the Website.

7. Prices

All Course prices will be displayed on the Website at the time of purchase.
Unless stated otherwise, prices will be displayed in South African Rand (ZAR).
Where VAT is applicable, the Website will indicate whether the advertised price includes or excludes VAT.

IR Worx may change Course prices from time to time.

A price change will not normally affect an order that has already been successfully completed and paid for.

8. Payment

Payment must be made using one of the payment methods made available during checkout.
Depending on the Website configuration, payment methods may include:
debit or credit card;
electronic funds transfer;
an online payment gateway; or
another payment method approved by IR Worx.

Payments processed by third-party payment providers may also be subject to the terms and privacy policies of those providers.

IR Worx does not intentionally store complete payment-card details where payment is processed through an authorised third-party payment provider.

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9. Payment Confirmation

Once payment has been successfully received, the Customer may receive an electronic confirmation of the transaction.

Course access may be activated automatically or manually depending on the Course and payment method selected.

Payments made by bank transfer may require verification before Course access is activated.

10. Course Access

Course access is provided only to the Learner for whom the Course was purchased unless otherwise agreed in writing.

Access may be subject to a specified period stated on the Course page or at the time of purchase. Where no specific access period is stated, IR Worx may provide access for a reasonable period appropriate to the particular Course.

Course access is personal and may not be transferred, sold, shared or sublicensed without written permission from IR Worx.

11. User Accounts

Certain Courses may require the Learner to create or use an online Account.

The Learner is responsible for:

- providing accurate registration information;
- maintaining the confidentiality of login credentials;
- keeping passwords secure;
- preventing unauthorised use of the Account; and
- notifying IR Worx if unauthorised Account activity is suspected.

A Learner may not provide Account login details to another person for the purpose of allowing that person to access Course Content without authorisation.

IR Worx may suspend an Account where there is reasonable evidence of unauthorised sharing, abuse, fraud or another breach of these Terms.

12. Personal Use Licence

Purchasing a Course does not transfer ownership of the Course Content to the Customer or Learner. Subject to these Terms, IR Worx grants the Learner a limited, personal, non-exclusive and non-transferable licence to access and use the Course Content for the Learner's own educational or professional development purposes.

Unless IR Worx gives written permission, a Learner may not:

- reproduce Course Content;
- distribute Course Content;
- sell or resell Course Content;
- upload Course Content to another website or platform;
- provide Course Content to another person;
- publicly display Course Content;
- record or redistribute online training sessions;
- copy assessments or answer materials;
- remove copyright notices;
- modify Course Content for redistribution; or
- use Course Content to create a competing training product.

13. Intellectual Property

All intellectual property rights associated with the Website and Course Content remain the property of IR Worx or the applicable third-party rights holder.

This includes, where applicable:

- text;
- course material;

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training manuals;
presentations;
videos;
graphics;
photographs;
assessments;
templates;
software;
branding;
logos;
downloadable files;
page layouts; and
educational methodologies.

Nothing in these Terms transfers intellectual property ownership to the Customer or Learner.

Unauthorised copying or distribution may result in termination of Course access and may constitute infringement of intellectual property rights.

14. Downloadable Course Material

Certain Courses may include downloadable resources.

Downloadable material may be retained for personal learning or internal professional reference unless the Course states otherwise.

Downloading material does not grant permission to distribute, resell, publish or commercially exploit that material.

15. Course Completion

A Learner may be required to complete specified activities before a Course is regarded as complete.

These requirements may include:

viewing Course modules;
completing assignments;
completing quizzes;
achieving minimum assessment results;
attending required sessions; or
completing other Course-specific requirements.

Requirements applicable to a particular Course will be communicated where relevant.

16. Certificates

Where a Course includes a certificate of completion, the certificate will normally be issued only after the required Course completion criteria have been met.

A certificate of completion confirms participation or successful completion of the relevant Course. It does not automatically represent an academic qualification, occupational licence or formally accredited qualification unless specifically stated.

Customers should rely only on accreditation or qualification claims expressly stated by IR Worx for the relevant Course.

Certificates shall be issued within 30 days from completion.

17. Accreditation

Where a Course is accredited, registered, endorsed or recognised by a particular authority or professional body, this will be expressly indicated.

A Course must not be assumed to be accredited merely because a certificate of completion is issued.

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Where third-party accreditation applies, additional requirements imposed by the relevant accrediting body may also apply.

18. Technical Requirements

The Learner is responsible for having suitable equipment and internet access to participate in an online Course.

This may include:

- a computer, tablet or compatible mobile device;
- a modern web browser;
- a suitable internet connection;
- audio capability;
- video capability where required; and
- compatible software where specified.

IR Worx is not responsible for problems caused solely by a Learner's internet connection, device, browser, software or other equipment outside IR Worx's reasonable control.

19. Website Availability

IR Worx aims to keep the Website and online learning services reasonably available.

However, access may occasionally be interrupted due to:

- maintenance;
- upgrades;
- hosting issues;
- security requirements;
- network failures;
- third-party service interruptions; or
- circumstances beyond our reasonable control.

Where reasonably possible, IR Worx will endeavour to restore access promptly.

20. Cancellation by the Customer

A Customer may request cancellation of a Course purchase by contacting IR Worx.

Any cancellation and refund will be considered in accordance with:

- applicable South African consumer legislation;
- the nature of the Course;
- whether Course access has commenced;
- how much of the Course has been accessed or completed;
- whether downloadable materials have already been supplied;
- any Course-specific cancellation provisions; and
- these Terms and Conditions.

Nothing in these Terms is intended to remove or unlawfully restrict any statutory rights a consumer may have.

21. Cooling-Off and Consumer Rights

Certain transactions may qualify for statutory cancellation or cooling-off rights under South African law.

Where a statutory right to cancel applies, IR Worx will honour that right in accordance with the applicable legislation.

Different rules may apply depending on factors such as:

- how the transaction was concluded;
- whether direct marketing was involved;
- whether access to digital services has commenced;
- the type of Course or service purchased; and
- any statutory exceptions that apply.

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These Terms must therefore be interpreted together with mandatory consumer rights under applicable law.

22. Refunds

Subject to any mandatory rights available under South African law, refund requests will be considered based on the circumstances of the purchase.

IR Worx may consider matters including:

- whether Course access has been activated;
- whether the Learner has accessed Course modules;
- whether downloadable Course Content has been downloaded;
- how much of the Course has been completed;
- whether live training has already taken place;
- administrative and third-party payment costs where lawfully recoverable; and
- whether IR Worx has failed to provide the Course as agreed.

Where a refund is legally required, IR Worx will process it in accordance with applicable law.

Where a refund is approved voluntarily, it will normally be processed using the original payment method where reasonably possible.

23. No Refund for Misuse

Subject always to applicable consumer law, IR Worx may refuse a refund where Course access has been terminated because of serious misuse by the Learner, including:

- unauthorised sharing of login credentials;
- piracy;
- copying or distributing Course Content;
- fraudulent activity;
- abusive or unlawful behaviour; or
- deliberate breach of intellectual property rights.

24. Course Cancellation by IR Worx

IR Worx may cancel, postpone or discontinue a Course where reasonably necessary.

If IR Worx permanently cancels a paid Course before substantially providing it, the Customer may be entitled to:

- a refund;
- a credit;
- access to an equivalent Course; or
- another reasonable remedy agreed with the Customer.

The appropriate remedy will depend on the circumstances and applicable consumer law.

25. Live Online Courses and Webinars

Where a Course includes scheduled live online sessions, the Learner is responsible for attending at the scheduled time.

IR Worx may reschedule live sessions where reasonably necessary.

Where session recordings are made available, access to a recording does not necessarily extend the original Course access period.

Recording a live session by a Learner without permission is prohibited.

26. Learner Conduct

Learners must use the Website and Course platform responsibly.

A Learner may not:

- use the Website for unlawful purposes;
- harass instructors or other Learners;
- upload malicious software;
- interfere with Website security;

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attempt unauthorised access to systems;
impersonate another person;
manipulate assessments dishonestly;
share protected Course Content; or
use the Website in a way that materially disrupts other users.

27. Suspension or Termination of Access

IR Worx may suspend or terminate a Learner's Course access where the Learner materially breaches these Terms.

Where appropriate, IR Worx may first provide the Learner with an opportunity to remedy the breach.

Immediate suspension may be appropriate where necessary to protect:

the Website;
other users;
intellectual property;
personal information;
payment systems; or
the security of IR Worx systems.

28. Educational Purpose

Course Content is provided for educational and informational purposes.

Although IR Worx endeavours to provide accurate and useful information, learning outcomes may differ between individuals.

Completing a Course does not guarantee:

employment;
promotion;
increased earnings;
business success;
professional registration;
licensing;
accreditation; or
any particular commercial outcome,
unless expressly guaranteed in writing by IR Worx.

29. Professional Advice

Course Content may deal with employment, human resources, labour relations, business, compliance or similar matters.

General Course Content should not automatically be treated as legal, financial, tax or other professional advice applicable to every individual situation.

Where professional advice is required, the Learner should obtain appropriate advice relating to the specific circumstances.

30. Accuracy of Course Content

IR Worx takes reasonable steps to ensure that Course Content is accurate and current at the time it is prepared.

However, laws, technologies, practices and professional standards may change over time.

IR Worx may therefore revise or update Course Content without prior notice where reasonably necessary.

31. Third-Party Resources

Courses may contain links or references to third-party websites, software, articles, legislation or other resources.

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These resources are provided for convenience or educational purposes.

IR Worx does not control all third-party resources and is not responsible for their continued availability, accuracy, privacy practices or content.

32. Privacy and Personal Information

IR Worx processes personal information in accordance with applicable data protection legislation, including the Protection of Personal Information Act, 2013 ("POPIA").

Information may be processed for purposes including:

Account registration;

payment administration;

Course delivery;

learner communication;

certification;

customer service;

security;

legal compliance; and

other purposes described in our Privacy Policy.

Customers and Learners should review the IR Worx Privacy Policy for further information.

33. Marketing Communications

IR Worx may send marketing communications where permitted by law and where the appropriate consent or other lawful basis exists.

Recipients will be provided with a reasonable means of opting out of applicable electronic marketing communications.

Transactional communications concerning a Course purchase or Account may still be sent where necessary to provide the service.

34. Cookies

The Website may use cookies and similar technologies.

Information regarding the categories of cookies used and the options available to visitors is contained in our Cookie Policy and Cookie Settings.

35. Security

IR Worx takes reasonable measures to protect the Website, Course platform and personal information against unauthorised access, loss, misuse or disclosure.

However, no internet-based system can be guaranteed to be completely secure.

Users are responsible for protecting their own passwords and devices.

36. Limitation of Liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under South African law.

Subject to that qualification, IR Worx will not be liable for indirect, incidental or consequential losses arising solely from use of the Website or Course where such exclusion is legally permitted.

IR Worx is also not responsible for losses caused solely by circumstances outside its reasonable control, including a Learner's equipment, internet service or unauthorised disclosure of Account credentials by the Learner.

Any limitation of liability contained in these Terms must be interpreted subject to the Consumer Protection Act and other applicable legislation.

37. Indemnity

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To the extent permitted by law, a user who unlawfully misuses the Website or infringes IR Worx's intellectual property rights may be responsible for losses reasonably arising from that unlawful conduct.

Nothing in this clause requires a consumer to indemnify IR Worx in circumstances where doing so would be unlawful, unfair or contrary to mandatory consumer protection legislation.

38. Force Majeure

IR Worx will not be considered in breach of these Terms where performance is prevented or materially delayed by circumstances reasonably beyond its control.

Such circumstances may include:

natural disasters;
widespread internet outages;
electricity disruptions;
cyber incidents not caused by IR Worx's negligence;
governmental restrictions;
labour disruptions;
public emergencies; or
failure of essential third-party infrastructure.

IR Worx will take reasonable steps to minimise disruption where practicable.

39. Complaints

Customers who have a complaint concerning a Course, payment or other service should contact IR Worx using the contact information provided on the Website.

We request that complaints contain sufficient information for us to investigate the matter, including where relevant:

the Customer's name;
Course purchased;
order or transaction reference;
description of the problem; and
requested resolution.

Nothing in this clause prevents a consumer from exercising any rights or remedies available under applicable law.

40. Changes to These Terms

IR Worx may update these Terms and Conditions from time to time to reflect changes in:
legislation;

business practices;
Course offerings;
website functionality;
technology; or
payment and service arrangements.

The latest version will be published on the Website.

Changes will not retrospectively remove rights that a Customer has already acquired under applicable law.

41. Governing Law

These Terms and Conditions are governed by the laws of the Republic of South Africa.

Any dispute will be dealt with in accordance with applicable South African law and the jurisdiction of the appropriate South African courts or other competent consumer dispute-resolution body.

Nothing in this clause limits a consumer's statutory right to approach an appropriate regulator, tribunal, ombud or other body where applicable.

42. Severability



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If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be treated as severable to the extent necessary.
The remaining provisions will continue to apply.

43. No Waiver

A failure by IR Worx to immediately enforce a provision of these Terms does not automatically constitute a waiver of that provision or any associated right.

44. Entire Agreement

These Terms, together with any Course-specific terms, applicable policies and order information, constitute the agreement governing the relevant online purchase and use of the Course.
Where Course-specific terms conflict with these general Terms, the more specific provision will apply to that Course, subject always to applicable law.

45. Contact Information

Questions regarding these Terms and Conditions may be directed to:

IR Worx (Pty) Ltd

Website: www.irworx.co.za

Email: info@irworx.co.za

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