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ASTRAcademy Training

Terms and Conditions

Welcome to the ASTRAcademy Training Program. This document lays out the Terms and Conditions for the use of the ASTRAcademy eLearning platform and also for the ASTRA face-to-face courses and other tools, facilities and resources.

These Terms and Conditions are entered into by you and Assurance and Sustainability Training Academy PTY, LTD, 25 Collins Road, Hayfields, Pietermaritzburg 3201 South Africa ('ASTRAcademy'). Throughout this document, ASTRAcademy and the User each are 'Party' and collectively 'Parties'.

A. Terms & Conditions

1. Definitions

- 1.1. For the purpose of these Terms and Conditions, specific terms and abbreviations are used which shall have the meaning as defined below:
 - 1.1.1. **"Agreement"** stands for all of the following terms & conditions including all appendixes and any and all other addenda to it as may be varied from time to time in its most recent version. All such documents form an integral part of this Agreement in relation to the use of the eLearning Platform
 - 1.1.2. **"eLearning"** is a type of educational technology that uses electronic media, such as, but not limited to the internet, to deliver text, audio, images, animation or streaming videos to support learning and training.
 - 1.1.3. **"eLearning Platform"** means the internet based technology (hardware and software) allowing for eLearning on topics relating to sustainability standards.

1.1.4. **“Third Party”** or “Third Parties” refer to a party or to parties which is or are not explicitly named in this Agreement and are no party hereof.

1.1.5. **“User”** stands for an individual or legal entity that has successfully signed up to the ASTRAcademy eLearning Platform and holds a valid and not suspended account therein.

1.2. For the avoidance of doubt: Given the international nature of the training activities performed by ASTRAcademy, the binding language of this Agreement shall be English.

1.3. Paragraph headings in this document are for convenience only and shall be of no effect for the purpose of interpreting the provisions of this Agreement.

2. Main purpose and functions of the ASTRAcademy eLearning Platform

2.1. The eLearning Platform is an internet based Learning Management System (“LMS”), a software application for the delivery, administration, tracking and reporting of eLearning through the internet.

2.2. Online training courses uploaded by ASTRAcademy can be taken by any individual who has signed up on the eLearning Platform, under the conditions defined by ASTRAcademy for each of the available training courses.

2.3. Depending on the respective course, training materials and additional information will be available for download. Furthermore, some courses may require written assignments to be provided by the User (such as, but not limited to essays, Q/A forms etc.). For this purpose and for the duration of the assignment only, the User account will be enabled for uploading such documents. Specific and additional arrangements regarding the concrete documents to be down-/uploaded will be laid down in the terms and conditions of the respective course they refer to.

2.4. Depending on the individual configuration, the User may enter a discussion forum or provide additional information. All postings in discussion forums must be related to the respective course. User agrees to interact respectfully with other participants of the eLearning Platform and not to publish anything containing unlawful, objectionable, disruptive, offensive, harassing, threatening, defamatory, obscene, abusive, hateful, inflammatory, profane, racially offensive, sexually offensive, or religiously offensive content.

3. Using the eLearning Platform and other ASTRA training facilities, resources and materials

3.1. The User may not use the websites and services provided by ASTRAcademy if he/she is under the age of 18 or, otherwise, if he/she is not able to enter legally binding contracts. While using the eLearning Platform the User explicitly agrees not to:

responsibility for the legality of his/her actions under laws applying to the User and the legality of any items the User lists on the eLearning Platform.

- 3.5. ASTRACademy is not responsible for checking or validating the information entered into the eLearning Platform by the User and shall not be held responsible for any data, descriptions, links or information which might be entered into the e-learning Platform by the User about a company or other connected activity.
- 3.6. ASTRACademy may review the profile of a User and may disable it without prior notification if it becomes aware of any intentional misuse by the User or any other breach of law. In such a case, the User will receive a notification about the closing of his/her account.
- 3.7. ASTRACademy shall not be responsible for sensitive data or illegal information or data which is published by a User. Such things may include but are not limited to libelous comments, negative remarks about other organizations, personal opinions etc. Abuses, insults or defamatory entries will not be tolerated and the User may be banned from using the eLearning Platform.
- 3.8. ASTRACademy does not guarantee any specific level of service. ASTRACademy's intent is to offer as far as possible a 24 hour service accessible in as many countries around the world as possible for the purposes stated out in Section 3. The User acknowledges that uninterrupted access to the use of the eLearning Platform may be prevented by certain factors outside the reasonable control of ASTRACademy (a "Service Disruption Event") including, but without limitation to the in-operation, inefficiency or unsuitability of the equipment and the unavailability, in-operation or interruption of internet or other telecommunication services. Non-performance by ASTRACademy of its obligations under these terms will not be a breach of these terms where such non-performance results directly or indirectly from a Service Disruption Event. It is agreed that ASTRACademy does not accept any responsibility and shall not be liable for any loss or damage arising out of or in connection with any such Service Disruption Event. It is further agreed that ASTRACademy is not responsible and shall not be held liable for the inaccuracy or incompleteness of any information received by the User in connection with data transmission, machine or software error or malfunction or from the User's operating error or which originates from information obtained from Third Parties (other than such inaccuracy or incompleteness arising as a result of ASTRACademy's gross negligence or willful default).
- 3.9. ASTRACademy is not responsible and shall not be liable for the performance of any Third Party regardless of whether the User has made contact with such Third Party via the eLearning Platform.

4. Intellectual Property Rights

- 4.1. User acknowledges that the eLearning Platform is an application based on the software Knowledge Presenter, developed by Kookaburra Studios Pty. Ltd., Head Office Address: 42 Muskwood Street Capalaba, 4157 QLD, Australia.

- 4.2.** All trademarks, trade names, company logos, symbols and any other protected marks and/or works belong to their respective owners only, and no right, title or interest in or to any of the same is granted, transferred or assigned to the User. For the avoidance of doubt, all logos, trademarks, trade names and copyright works as well as other data used in or in conjunction with or otherwise relating to the materials shall remain the sole property of their legitimate owners.

5. Effective Date and Termination

- 5.1.** This Agreement shall come into effect on the date on which the User accepts the terms and conditions and be of unlimited duration unless terminated in accordance with this Section 5.
- 5.2.** The User may terminate this Agreement with ASTRAcademy anytime by notifying ASTRAcademy electronically or in written form using the contact details at the bottom of this document and by giving a notice period of one (1) week. Agreements on confidentiality and non-disclosure shall remain unaffected.
- 5.3.** ASTRAcademy may terminate this Agreement with User anytime by notifying the User electronically or in written form and by giving a notice period of one (1) week. Any agreements on Confidentiality and Non-Disclosure between User and ASTRAcademy shall remain unaffected. ASTRAcademy may terminate this Agreement with immediate effect if:
- 5.3.1. it is deemed necessary to maintain the credibility, reputation, good name or any other important asset of ASTRAcademy or any partner Organization.
- 5.3.2. the User is in breach of the terms and conditions stated herein.
- 5.4.** ASTRAcademy reserves the right to close the eLearning Platform and the connected services at its own discretion at any time. In such event, User will be informed and the existing Agreement will thereby be terminated. Any agreements on confidentiality and non-disclosure between User and ASTRAcademy shall remain unaffected.

6. Miscellaneous

- 6.1.** ASTRAcademy reserves the right to modify these terms and conditions at any time and at its own discretion. In such a case, ASTRAcademy will notify the User thereof in writing by sending an automated email in a timely manner prior to such changes and allowing the User to object to the changes within two (2) weeks. If User does not object within this time, the new terms and conditions shall be deemed accepted by the User provided that ASTRAcademy has notified the User about the consequence of not objecting to the changes in the automated e-mail notification.
- 6.2.** Should any provision of this Agreement, or any provision incorporated into this agreement in the future, be or become invalid or unenforceable, or should this Agreement contain an

omission, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby.

- 6.3. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision.
- 6.4. In case of an omission a suitable and equitable provision shall be deemed to have been agreed upon which reflects what in the light of the economic intent and purpose of this agreement would have been agreed upon if the matter would have been considered.

7. Applicable Law & Jurisdiction, ADR

- 7.1. Any claim, dispute or matter arising under or in connection with this Agreement shall be governed and construed in all respects by the laws of South Africa.
- 7.2. The Parties shall settle amicably through direct negotiations any dispute, controversy or claim arising out of or relating to the present Agreement.
- 7.3. Any ongoing disputes shall be finally settled according to the South African Arbitration Act 1965, No.42 of 1965 without recourse to the ordinary courts of law. The place of arbitration shall be Johannesburg, South Africa. The arbitration tribunal shall consist of one arbitrator. The language of the arbitration proceedings shall be English.

8. Privacy Policy

ASTRAcademy respects and protects the privacy of the User and warrants not to share, sell, rent or anyhow disclose User's personal information to any Third Party, unless it is required by law or order of a court of competent jurisdiction or government department or if it is explicitly authorized by the respective User. ASTRAcademy confirms to be bound to current and relevant data protection regulations, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and it warrants that User's personal information will not be used for commercial purposes.

ASTRAcademy has adequate arrangements and procedures, including the present agreement, to safeguard the confidentiality of all information provided by trainees and to ensure that confidential issues revealed in the training are not disclosed to a third party.

ASTRAcademy will not disclose information about a trainee to a third party without the written consent of the trainee, or unless specified differently. Certificates issued to trainees in relation to the ASTRAcademy courses are excluded from this requirement.

Note: Communicating relevant information about trainee performance during (a) training course(s) with their human resource manager or with Accreditation Services International, ASI (as provider of

accreditation services for the ASTRA training programs) is not subject to this requirement of confidentiality.

9. Contact information

E-mail: info@astracademy.net

Postal Address and further company details:

25 Collins Road, Hayfields, Pietermaritzburg
3201 South Africa

Director: Liviu Amariei

Company Reg.no.: 2005/040429/07