

Terms of Use

In order to keep our platform and services safe for our Students and Content Service Providers these Terms apply to all your activities on the MySkills.Africa Portal.

We provide details regarding our processing of personal data of our Students and Content Service Providers in our [Privacy Policy](#).

1. Course Enrolment and Access

When you enroll in a course, you get a license from us to view it via the MySkills.Africa Portal, and no other use.

We grant you a limited-time access license, except when we must disable the course because of legal or policy reasons.

Courses are licensed, and not sold, to you. This license does not give you any right to resell the course in any manner (including by sharing account information with a purchaser or illegally downloading the course and sharing it on torrent sites).

In legal, more complete terms, MySkills.Africa grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes, in accordance with these Terms and any conditions or restrictions associated with a particular courses or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any course unless we give you explicit permission to do so in a written agreement signed by an MySkills.Africa authorized representative.

We reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons.

2. Payments, Credits, and Refunds

When you make a payment, you agree to use a valid payment method. If you aren't happy with your course, MySkills.Africa offers a 30-day refund or credit for most course purchases, subject to review by MySkills.Africa of the validity of such claim.

2.1 Pricing

The prices of courses on our Portal are determined at the sole discretion of MySkills.Africa.

The price applicable to a course will be the price at the time you complete your purchase of the course (at checkout).

The price of courses are inclusive of VAT.

2.2 Payments

You agree to pay the fees for courses that you purchase, and you authorize us to charge your debit or credit card for those fees. MySkills.Africa works with third party payment processing partners to offer you the most convenient payment methods and to keep your payment information secure. Please see our [Privacy Policy](#) for more details.

When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to disable access to any course for which we have not received adequate payments.

In some cases, we may issue credits to your account. These credits will be automatically applied towards your next course purchase on our Portal. Credits may expire if not used within the specified period, and have no cash value.

2.3 Refunds and Credits

If the course you purchased is not what you were expecting, you can request, within 30 days of your purchase of the course, that MySkills.Africa credit/refund your account. We reserve the right to apply a credit or a refund, at our discretion, depending on capabilities of our payment processing partners. No credit or refund is due to you if you request it after the 30-day guarantee time limit has passed.

To request a credit/refund, please send an email to Accounts@MySkills.Africa, providing your username and a detailed description of the reason for your request.

At our discretion, if we believe you are abusing our credit/refund policy, we reserve the right to ban your account and to restrict all future use of the Services. If we ban your account or disable your access to a course due to your violation of these Terms, you will not be eligible to receive any credit or refund.

3. Content and Behaviour Rules

You can only use MySkills.Africa for lawful purposes. You're responsible for all the content that you post on our platform. You should keep the reviews, questions, posts, and other content you upload in line with the Laws of South Africa, and respect the intellectual property rights of others.

We can ban your account for repeated or major offenses.

You may not access or use MySkills.Africa for unlawful purposes. Your use of the Portal Services and your behaviour on our platform must comply with applicable local or national laws or regulations of South Africa. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you.

The courses on MySkills.Africa enable you to ask questions to the Instructors of courses you are enrolled in, and to post reviews of courses. For all our courses, the Instructor will invites you to submit Essays. Don't post or submit anything that is not yours.

MySkills.Africa has discretion in enforcing these Terms of Use. We may terminate or suspend your permission to use our Platform and Courses or ban your account at any time, with or without notice:

If you fail to pay any fees when due,

If requested by law enforcement or government agencies,

For extended periods of inactivity,

For unexpected technical issues or problems,

If we suspect that you engage in fraudulent or illegal activities.

Upon any such termination we may delete your account and content, and we may prevent you from further access to MySkills.Africa.

You agree that we will have no liability to you or any third party for termination of your account, or blocking of your access to MySkills.Africa.

4. MySkills.Africa's Rights to Content You Post

When you post comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize MySkills.Africa to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit.

In legal language, by submitting or posting content on or through the platforms, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content in any and all media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with MySkills.Africa for the syndication, broadcast, distribution, or publication of content on other media. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.

5. Using MySkills.Africa at Your Own Risk

MySkills.Africa enable Instructors and Students to interact for teaching and learning. Like other platforms where people can post content and interact, some things can go wrong, and you use MySkills.Africa at your own risk:

You assume full responsibility for the choices you make before, during and after your enrollment in a course.

When you interact directly with a student or an instructor, you must be careful about the types of personal information that you share. We do not control what students and instructors do with the information they obtain from other users on the platform. You should not share your email or other personal information about you for your safety.

We do not hire or employ instructors nor are we responsible or liable for any interactions involved between instructors and students. We are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of instructors or students.

When you use our Courses, you will find links to other websites that we don't own or control. We are not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies.

6. MySkills.Africa's Rights

We own the MySkills.Africa Platform and Services, including the website, present or future apps and services, and things like our logos, API, code, and content created by our employees.

You can't tamper with those or use them without authorization.

All right, title, and interest in and to the MySkills.Africa Platform and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services are and will remain the exclusive property of MySkills.Africa and its licensors. Our platforms and services are protected by copyright, trademark, and other laws of South Africa.

Nothing gives you a right to use the MySkills.Africa name or any of the MySkills.Africa trademarks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding MySkills.Africa or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You may not do any of the following while accessing or using the MySkills.Africa platform and Services:

- access, tamper with, or use non-public areas of the Platform, MySkills.Africa's computer systems, or the technical delivery systems of MySkills.Africa's service providers.

- disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems.

- copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the MySkills.Africa Platform or Services.

- access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website, mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.

- in any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as MySkills.Africa); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

7. Miscellaneous Legal Terms

These Terms are like any other contract, and they have boring but important legal terms that protect us from the countless things that could happen and that clarify the legal relationship between us and you.

7.1 Binding Agreement

You agree that by registering, accessing or using our Services, you are agreeing to enter into a legally binding contract with MySkills.Africa. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services.

Any version of these Term in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us.

If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

7.2 Disclaimers

It may happen that our platform is down, either for planned maintenance or because something goes wrong with the site. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't work out right.

In legal, more complete language, **the Services and their content are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions don't allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.**

We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will MySkills.Africa or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.

We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

7.3 Limitation of Liability

There are risks inherent in using our Services, for example, if you enroll in a Job Skills course such as “How to use a power drill”, and you injure yourself.

You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services.

In legal, more complete language, to the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we’ve been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the greater of one hundred Rand (ZAR100) or the amount you have paid us in the twelve (12) months before the event giving rise to your claims.

7.4 Indemnification

If you behave in a way that gets us in legal trouble, we may exercise legal recourse against you.

You agree to indemnify, defend (if we so request), and hold harmless MySkills.Africa, our group companies, and their officers, directors, suppliers, partners, and agents from an against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from (a) the content you post or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party.

Your indemnification obligation will survive the termination of these Terms and your use of the Services.

7.5 Governing Law and Jurisdiction

These Terms are governed by the laws of South Africa, without reference to its choice or conflicts of law principles. Where the “Dispute Resolution” section below does not apply, you and we consent to the exclusive jurisdiction of the courts in South Africa.

7.6 Legal Actions and Notices

No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to notices@MySkills.Africa).

7.7 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

7.8 No Assignment

You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee.

We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction.

Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

8. Dispute Resolution

If there's a dispute, our [Support Team](#) is happy to help resolve the issue.

Most disputes can be resolved, so before bringing a formal legal case, please first try contacting our [Support Team](#).

8.1 Going to Arbitration

If we can't resolve our dispute amicably, you and MySkills.Africa agree to resolve any claims related to these Terms (or our other legal terms) through final and binding arbitration, regardless of the type of claim or legal theory. If one of us brings a claim in court that should be arbitrated and the other party refuses to arbitrate it, the other party can ask a court to force us both to go to arbitration (compel arbitration). Either of us can also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

9. Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and MySkills.Africa reserves the right in its sole discretion to modify and/or make changes to these Terms at any time.

If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

10. How to Contact Us

The best way to get in touch with us is to contact our [Support Team](#). We'd love to hear your questions, concerns, and feedback about our Services.