



Ripple Effect 4 Terms and Conditions

Terms and conditions

Ripple Effect 4 provides its services to you subject to the terms and conditions set out herein. By accessing the Ripple Effect 4 website ("website") and using any of the services offered via the website from time to time ("the services") and/or by purchasing any goods or items via the website, you shall be deemed to have agreed to all the terms and conditions set out herein. Ripple Effect 4 may at any time modify these terms and conditions and your continued use of the website will be subject to the terms and conditions in force at the time of your use.

Accordingly, you agree to review these terms and conditions periodically, and your continued access or use of the website shall be deemed to be your acceptance of the amended terms and conditions of the website.

Content of the website

Whilst every effort is made to update the information provided on this website regularly, Ripple Effect 4 makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of the information contained on any of the pages comprising the website and shall not be bound in any manner by any information contained on the website or any of the pages comprising the website. Ripple Effect 4 reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No opinions, information, data or content contained on the website shall be construed as advice and same are offered for information purposes only. Ripple Effect 4 gives no warranty or representation concerning the accuracy, completeness or reliability of any such opinions, information, data or content.

Copyright

Copyright and all intellectual property rights in all materials (including but not limited to any source code) made available through this website are owned by Ripple Effect 4 alternatively, Ripple Effect 4 is the lawful user thereof and are protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, reverse engineering, disablement, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material as aforesaid or any component thereof will constitute an infringement of such copyright and other intellectual property rights.

The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of Ripple Effect 4 .

Nothing contained on this website should be construed as granting any license or right to use any trademark without the prior written permission of Ripple Effect 4 ; save that you may download, display and print one copy of the material presented on this website on a single computer for your personal, non-commercial use only and provided that all proprietary notices and restrictions attached to such material are at all times kept intact.

External links

External links may be provided for your convenience, but they are beyond the control of Ripple Effect 4 and no representation is made as to their content. Use or reliance on any external links provided is at your own risk. When visiting external links, you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of Ripple Effect 4 .

Children

If you are under 18 years of age, you may use this website only with the involvement of a parent or guardian. If you represent that you are of sufficient legal age to use this website, you will be bound by any legal obligations and liabilities that you may incur as a result of the use of this website.

Public forums and user submissions

Ripple Effect 4 is not responsible for any material, including but not limited to text, submissions, images, audio and/or video (collectively "materials") submitted to the public areas by you (which include bulletin boards, or any other public area found on the website).

Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by Ripple Effect 4 .

Ripple Effect 4 reserves the right to terminate your registration as a subscriber to the website and to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion that you are or there is the likelihood that you may -

- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;
 - Publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;
 - Upload files that contain viruses, corrupted files or any other similar software or programmes that may damage the operation of Ripple Effect 4 and/or a third party's computer system and/or network;
 - Violate any copyright, trademark, other applicable South African or international laws or intellectual property rights of Ripple Effect 4 or any other third party;
 - Submit contents containing marketing or promotional material or which is intended to solicit business.
 - You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually-orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify Ripple Effect 4 against any loss, liability, damage or expense of whatever nature which Ripple Effect 4 or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website to send or post any message or material as aforesaid.
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- By submitting any content (including but not limited to photographs taken by you) to the website and/or any public area including any competitions sponsored by Ripple Effect 4 , you grant Ripple Effect 4 a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, display the content (in whole or in part) worldwide and/or to incorporate and to allow third parties to incorporate and/or use the content in other works in any form, media or technology. You warrant that you are entitled to grant Ripple Effect 4 such rights as aforesaid and the granting of such rights will not infringe the copyright or other intellectual property rights of any third person.

You hereby indemnify Ripple Effect 4 against any loss, liability, damage or expense of whatever nature, which Ripple Effect 4 or any third party may suffer as a result of Ripple Effect 4 or any third party exercising any of the rights as aforesaid.

Warranties

Ripple Effect 4 makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the suitability of any of the services for a particular purpose nor with regard to the merchantability and fitness for a particular purpose of any goods and items offered for sale on this website, all of which are provided on an "as is" basis. In addition, as Ripple Effect 4 provides certain services to you via the internet Ripple Effect 4 makes no representations, nor gives any warranties or guarantees of any nature as to the availability of any communications network or systems of any third party on whom you or Ripple Effect 4 rely to provide any of the services.

Disclaimers

Ripple Effect 4 shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever which may be suffered by you, or any third party as a result of, or which may be attributable, directly or indirectly, to the use of, or reliance on, any information provided on the website or any pages of the website.

This includes, but is not limited to HTML displayed content, e-mail sent from the website, services, goods and items provided and / or purchased via this website.

Concerning any viruses that may infect your computer or other property on account of your access to and/or use of this website; use of the content, data or information made available via the website; any failure, delay or unavailability of the site; or any services offered via the site for any reason whatever; and the supply, or failure or delay in supplying any of the services offered via the site you hereby indemnify Ripple Effect 4 [in respect of any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, which may be suffered by you or any third party.

Sales Terms and Conditions

For non-South African citizens

Since our prices are all quoted in South African Rands, there will be an automatic currency conversion when you purchase by credit card. Therefore, due to slight currency fluctuations, the amount eventually reflected on your credit card statement in your local currency may vary slightly from the amount calculated on your date of purchase.

Your credit card statement will reflect a transfer of funds to **Ripple Effect 4 (Pty) Ltd.**

- Your receipt of an electronic or another form of order confirmation does not signify Ripple Effect 4 's acceptance of your order. Ripple Effect 4 reserves the right at any time after receipt of your order, to decline your order, for any reason whatsoever.
 - If your order is declined, you will be notified via e-mail. Ripple Effect 4 may require additional verifications or information before accepting any order for any goods and items sold on the website.
 - We accept the following credit cards [Visa], [MasterCard], [American Express] and [Diners Club].
 - We accept payments through PayPal
 - Ripple Effect 4 is not responsible for typographical, pricing, product information or shipping errors. Any recommendations, formulae, figures, advice, specifications, illustrations, diagrams, dimensions, weights or other information provided on the website are approximate and for information purposes only and, unless otherwise expressly stated in writing, does not form the basis or any part of a sale. Advertised prices and availability are subject to change without notice. If goods or items offered by Ripple Effect 4 are not as described, your sole remedy is to request a refund and return such goods or items in their original condition.
 - Ripple Effect 4 will use reasonable endeavours to maintain full system availability, except during scheduled maintenance periods. Should Ripple Effect 4 experience technical difficulties, Ripple Effect 4 is not responsible for goods and items ordered that are not processed, accepted or delivered.
 - Ownership of any goods and items shall not pass to you until the total purchase price payable therefore has been received by Ripple Effect 4 in full.
 - All risk attaching to any goods or items purchased will pass to you as soon as the goods or items have been delivered to you provided that if you fail and/or refuse to take delivery of the goods or items when delivery is made, risk shall be deemed to have passed when delivery is tendered to you as evidenced by the electronic receipt as sent by Ripple Effect 4 to you after the purchase has been concluded. ("delivery date").
 - Where any tariffs, duties or taxes as imposed or levied by any government or governmental agency, including without limitation, national and local sales, use and value-added tax are imposed pursuant to the sale of any goods and items on the website you shall be liable to pay any such tariffs duties or taxes when due.
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Return Policy

Due to the digital nature of our online course products, returns or refunds cannot be considered and are not available.

The only consideration for refunds will be made where online course content has been purchased more than once. If a reversal of this transaction is granted, there will be a 5% surcharge. This is to cover the cost of the credit card transaction only, since Ripple Effect 4 incurs a 5% cost of sale on all transactions, to bank charges.

In respect of physical offline course content purchased:

Cancellation Policy

- Students may elect to cancel their offline course(s) at any time.
- A cancellation request must be submitted in writing, e-mail is acceptable if the e-mail is acknowledged by Ripple Effect 4 .

Upon cancellation:

- Students will be liable for all fees owing up to the date of cancellation, but not be liable for any future course or tuition fees.
- Students will forfeit any course or tuition fees already paid. No refunds of any kind will be considered or returned.
- Students will not receive any additional course material.
- Students will no longer be eligible for any academic support.
- Any course assignments received will neither be marked nor returned.

Content Delivery Policy:

- As soon as your **deposit payment** or **full payment** has been received, your course material will be posted out **within 72 hours** and a tracking number will follow **within 48 hours** thereafter. (**Note:** Weekends and public holidays may influence these times)
 - Should your course pack be returned after being sent to the address provided, the return postage fee will be charged to the student's account, as well as a fee of **R250 per guidebook** to resend.
 - Ripple Effect 4 is **NOT** liable for any customs duty fees that may occur in your country when posted out of SA.
 - Ripple Effect 4 is **NOT** responsible for delays in postage delivery due to postal strikes.
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Credit Card Charge Back Policy

Should you institute a Charge-Back on a credit card purchase, without informing Ripple Effect 4 of your intention to do so, Ripple Effect 4 will immediately:

- **Re-process your transaction**
- **Include a 15% penalty**

If you have any problems, questions or suggestions, please do not hesitate to contact Ripple Effect 4

Security Policy

Is it safe to use your credit card on Ripple Effect 4 ?

In the case of buying from Ripple Effect 4 , the answer is YES. The reason for this is that a totally secure Internet transaction processing connection manages any credit card purchase that you do on Ripple Effect 4 . Ripple Effect 4 has several security features which address the concerns of electronic commerce via the Internet and which combine to make it many times more secure than the traditional uses of your credit card, such as telephone or mail order.

Communication between you and Ripple Effect 4 is encrypted using the Secure Socket Layer ("SSL") mechanism built into your browser. Encryption scrambles your information so that the transaction details cannot be cracked. This ensures that all information is kept private and therefore cannot be seen or altered by anyone else over the Internet. Furthermore, you have the opportunity to register your private information within the transaction processing service when you do your first purchase transaction or when you register on Ripple Effect 4 as a user. Another advantage of registering your details is that you only need to spend time completing the order form once, providing details such as shipping information, e-mail address and other pertinent details. The next time you wish to purchase something the whole process will take place quickly - you simply enter your password and your order form details are automatically provided. For security reasons, Ripple Effect 4 will not store your credit card details, and therefore you will need to re-enter this with each order.

How do online transactions work?

We use SSL technology to send your credit card number to our secure server. Access to this machine is strictly controlled further protecting you, by avoiding unauthorized access to personal data. SSL sends your details in an encrypted format. Once your credit card details are input, an online check of your credit card with our acquiring banks is done. This ensures that the number that you entered corresponds to a real credit card number and is not one that has been made up. The system will also check the card number against a number of "Hot card lists" to ensure that no fraudulent use is being made of a card. This online verification of your details is carried out over a secure line to the bank. After your merchandise has been downloaded, your credit card will be charged. Our transaction system currently works with Web browsers that can use SSL such as Netscape Navigator and Microsoft Internet Explorer.

Certificates Policy

Certificates will only be issued to course graduates under the following conditions:

- The course for which the Certificate has been earned will need to be completed in terms of all the academic requirements.
- Certificates will only be issued for courses that have been fully paid for.
- Certificates issued under the Subscription Option are subject to additional Terms & Conditions as stipulated under their own section.
- ✓ Certificates will be posted or emailed to successful and paid-up graduates.
- ✓ Ripple Effect 4 will take all reasonable measures to ensure that Certificates due are processed timeously and directed to the email address as directed by the Graduate.
- ✓ Ripple Effect 4 will not be responsible for any consequences of having been supplied incorrect information, either as to the name stated on the Certificate or the address it is posted/emailed to.
- ✓ Certificates that require re-issuing because of incorrect information supplied by the graduate, or because it was not collected from the post office on time, will be facilitated at the cost of the graduate, the cost not being fixed and reviewed annually. As of July 2019, this cost is **R 250.00**

E-mail Policy

By registering on this website, you agree to allow Ripple Effect 4 and its subsidiaries to periodically send you unsolicited e-mail concerning our products and services.

Each e-mail sent will be in accordance with the Ripple Effect 4 e-mail disclaimer terms available here **E-mail Disclaimer**

Each e-mail sent will have the option to unsubscribe, all requests to unsubscribe will be effected within 72 hours.

Ripple Effect 4 and its subsidiaries will not under any circumstances sell, distribute or otherwise release your e-mail address to any organization not directly affiliated with Ripple Effect 4 and its subsidiaries. In addition, Ripple Effect 4 and its subsidiaries will take all necessary measures to safeguard your e-mail address details.

Privacy Policy

Ripple Effect 4 is committed to respecting the privacy rights of all users.
Ripple Effect 4 collects user information to improve the user's experience.

What information does Ripple Effect 4 collect?

Information you supply us.

Any information that you send to our website and received will be stored. For example, when you register on Ripple Effect 4, you will be required to create a login name and password. Furthermore, you will be able to register personal information, which information is contained behind secured networks and is only accessible by a limited number of employees who have special access rights to such systems.

Automatically generated information

Like many other sites, Ripple Effect 4 employs the use of "Cookie" technology. This technology allows us to obtain certain types of information when your web browser accesses the website. The information that is received by Ripple Effect 4 is stored behind secure networks. The use of "Cookies" allows us to build a better experience for you, by monitoring what you like on the website and thus building a unique offering for you. There are a number of companies that have created and offer tools to help you visit a site anonymously. Obviously, if you employ the use of such tools, we will not be able to provide you with a personalized experience. However, we do want you to be aware that such tools are available

What is a Cookie?

A cookie is an alphanumeric identifier that is transferred from our website to your computer's hard drive. This is transferred through your web browser and enables us to recognize you, and thus built a personalized offer for you. Most browsers will tell you how to prevent your browser from receiving cookies, to notify you when you receive a new cookie, to disable cookies. A good starting point for such information is the Help link on the browser.

Agents

Ripple Effect 4 may at times employ other companies or individuals to perform certain functions on our behalf. For example, the fulfilment of orders, credit card processing and marketing assistance to name a few. They have access to your personal information to fulfil their function but may not use it for any other purpose.

Acquiring New Businesses and Developing New Relationships

In the event Ripple Effect 4 acquires a new business or creates a new venture with another company, user's personal details may be transferred across such business units. You acknowledge and agree that your personal and any other details may be disclosed and assigned in the manner as aforesaid.

Complying with Law and Protection of Ripple Effect 4

Ripple Effect 4 may release personal information which may be required in terms of law or any regulations, to enforce our conditions of use and to protect the interests and rights of the website, users and other third parties.

Your Consent

By your use of the website, you consent to the collection and use of the information by Ripple Effect 4 on the basis set out in this 9. If we decide to change our privacy policy, such changes will be posted on these pages to ensure that you are always aware of the information we collect, how we use it and under what circumstances we disclose it. You also consent to receive email from Ripple Effect 4 .

Feedback

Ripple Effect 4 welcomes all questions, comments and concerns about privacy.

General

- These terms and conditions constitute the sole record of the agreement between you and Ripple Effect 4 in relation to the subject matter hereof. Neither you nor Ripple Effect 4 shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein.
 - These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Ripple Effect 4 in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms and conditions shall be binding upon either you or Ripple Effect 4 unless agreed to by Ripple Effect 4 . No indulgence or extension of time which either you or Ripple Effect 4 may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.
 - All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
 - Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non-scripto and the remaining provisions of these terms and conditions shall remain in full force and effect.
 - Should Ripple Effect 4 be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as Ripple Effect 4 is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding extent.
 - In the event that force majeure continues for more than thirty days after it has first occurred then Ripple Effect 4 shall be entitled (but not obliged) to terminate all
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of its rights and obligations in terms of or arising out of these terms and conditions and/or any service by giving notice to you.

- An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected party including, without limitation, vis major, casus fortuitus, any act of G-d, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.
 - These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the services referred to herein, or these terms and conditions or any matter related to or in connection therewith.
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