



# adaptive

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# Online Courses – Terms and Conditions

## **SOUTH AFRICA**

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## 1. Introduction

All terms in singular imply plural, and all terms in plural imply singular.

This website can be accessed at [www.adaptive.za.com/odyssey](http://www.adaptive.za.com/odyssey) (“Odyssey”, the “Website”, “platform”) and is owned and operated by Adaptive Consulting (Proprietary) Limited (“Adaptive”, “we”, “us” and “our”).

These Website Terms and Conditions (“Terms and Conditions”, “Terms”) govern the ordering, sale and delivery of online training courses and the use of the Website. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below. By using the Website and by clicking on the “Register Now”, “Register an Account” button, or any other button requiring the creation of an account on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

The Website enables you to shop online for an extensive range of online training course and professional consulting and training services relating thereto (“Professional Services”).

Adaptive allows third-party sellers to list and sell their Courses on the Website (each a “Third Party Seller”). Adaptive will indicate on relevant product pages and checkout pages when Courses are for sale by a Third Party Seller. Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from Adaptive. This will be made clear in the relevant clause.

## 2. Accounts

You need an account for most activities on our platform, including purchasing and enrolling in a Course or submitting a Course for publication. Keep your password somewhere safe, because you’re responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting our [Support Team](#). You must have reached the age of consent for online services in your country to use Odyssey. Students and instructors must be at least 18 years of age to create an account on Odyssey. If you are younger than 18 but above the required age for consent to use online services where you live (for example, 13 in the US or 16 in Ireland), you may not set up an account unless assisted by a parent or guardian to open an account and help you enrol in Course/s that are appropriate for you. If we discover that you have created an account that violates these rules, we will terminate your account.

When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else’s account. If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account. In the event of the death of a user, the account of that user will be closed.

You may not share your account login credentials with anyone else. You are responsible for what happens with your account and Adaptive will not intervene in disputes between students or instructors who have shared account login credentials. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our [Support Team](#). We may request some information from you to confirm that you are indeed the owner of your account.

You can terminate your account at any time by contacting our [Support Team](#).

### 3. Course Enrolment and Lifetime Access

When you enrol in a Course, you get a license from us to view it via the Odyssey website and no other use. Don't try to transfer or resell Courses in any way. We grant you a lifetime access license, except when we must disable the Course or terminate your account because of legal or policy reasons for example, or if the course you enrolled in is the object of a copyright complaint. The lifetime access does not apply to add-on features and services associated with a Course. For example, translation captions of courses may be disabled by instructors at any time, and instructors may decide at any time to no longer provide teaching assistance or Q&A services in association with a Course. To be clear, the access is to the Course content but not to the instructor.

When instructors publish a Course on Odyssey, they grant Adaptive a license to offer a license to the Course to students. This means that we have the right to sublicense the Course to the students who enrol in the Course. As a student, when you enrol in a Course, whether it's a free or paid course, you are getting a license from Adaptive to view the Course via the Odyssey website, and Adaptive is the licensor of record. 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).

Adaptive 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. 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 Adaptive authorized representative. This also applies to content you can access via any of our Application Programming Interface (API).

Instructors may not grant licenses to their Courses to students directly and any such direct license shall be null and void and a violation of these Terms.

### 4. Payments, Credits, and Refunds

#### 4.1 Pricing

The prices of courses on Odyssey are determined by Adaptive and the instructor/ Third Party Seller of the Course.

We regularly run promotions and sales for our Courses and certain Courses are only available at discounted prices for a set period. The price applicable to a Course will be the price at the time you complete your purchase of the Course (at checkout). Any price offered for a particular Course may also be different when you are logged into your account from the price available to users who aren't registered or logged in because some of our promotions are available only to new users.

If you are logged into your account, the listed currency you see is based on your location when you created your account. If you are not logged into your account, the price currency is based on the country where you are located. We do not enable users to see pricing in other currencies.

If you are a student located in a country where use and sales tax, goods and services tax, or value-added tax applies to consumer sales, we are responsible for collecting and remitting that tax to the proper tax

authorities. Depending on your location, the price you see may include such taxes, or tax may be added at checkout.

## 4.2 Payments

You agree to pay the fees for Courses that you purchase, and you authorize us to charge your debit or credit card or process other means for those fees. Adaptive works with third-party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure. Check 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 payment.

## 4.3 Refunds and Refund Credits

If the Course you purchased is not what you were expecting you can, within 30 days of your purchase of the course, request that Adaptive apply a refund to your account which will be applied as a refund credit. However, if a Course you previously purchased is disabled after this 30-day limit for legal or policy reasons or in cases of confirmed account fraud, you are entitled to a refund. No refund will be due to you if your request is made after the 30-day guarantee time limit has passed.

To request a credit, contact [Accounts](#). As detailed in the [Instructor Terms](#), instructors agree that students have the right to receive these refunds.

If we decide to issue refund credits to your account, they will be automatically applied towards your next Course purchase on our website. Refund credits will expire if not used within the 30-day period and have no cash value.

At our discretion, if we believe you are abusing our refund policy we reserve the right to deny your refund, ban your account, and/or restrict all future use. 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 a refund.

## 4.4 Gift and Promotional Codes

Adaptive or Third-Party Sellers may offer gift and promotional codes to students. Certain codes may be redeemed for prepaid credits applied to your Odyssey account, which then may be used to purchase certain Courses on our platform, subject to the terms included with your codes. Other codes may be directly redeemable for specific courses.

These codes and credits, as well as any promotional value linked to them, may expire if not used within the 30 days specified in your Odyssey account. Gift and promotional codes offered by Adaptive may not be refunded for cash unless otherwise specified in the terms included with your codes or as required by applicable law. If you have multiple saved credit amounts, Adaptive may determine which of your credits to apply to your purchase. Check out our [Support Page](#) and any terms included with your prepaid credits for more details.

## 5. Content and Behaviour Rules

You can only use Odyssey for lawful purposes. You are responsible for all the content that you post on our platform. You should keep the reviews, questions, posts, Courses and other content you upload in line with the law and respect the intellectual property rights of others. We reserve the right to ban your account for

violation of these Terms or applicable law. If you think someone is infringing your copyright on our platform, let us know.

You are solely responsible for the knowledge of and compliance with such laws and regulations that apply to you.

If you are a student, the Services enable you to ask questions to the instructors of Courses you are enrolled in and to post reviews of Courses. For certain Courses, the instructor may invite you to submit content as “homework” or tests. Don’t post or submit anything that is not yours.

If you are an instructor, you can submit Courses for publication on the platform and you can also communicate with the students who have enrolled in your Courses. In both cases, you must abide by the law and respect the rights of others: you cannot post any course, question, answer, review or other content that violates applicable laws or regulations of your country. You are solely responsible for any Courses, content, and actions you post or take via the platform and their consequences. Make sure you understand all appropriate copyright restrictions before you submit any course for publication on Odyssey.

If we are put on notice that your Course or content violates the law or the rights of others (for example, or if it is established that it violates intellectual property or image rights of others, or is about an illegal activity), or if we believe your content or behaviour is unlawful, inappropriate, or objectionable (for example if you impersonate someone else), we may remove your content from our platform. Adaptive complies with copyright laws. Check out our [Intellectual Property Policy](#) for more details.

Adaptive has discretion in enforcing these Terms. We may terminate or suspend your permission to use your account or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms, if you fail to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, or if we suspect that you engage in fraudulent or illegal activities, or for any other reason in our sole discretion. Upon any such termination, we may delete your account and content and we may prevent you from further access to the account. Your content may still be available even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content or blocking of your access to your account as a result of the above.

If one of our instructors has published a Course that infringes your copyright or trademark rights, please let us know. Our [Instructor Terms](#) require our instructors to follow the law and respect the intellectual property rights of others. For more details on how to file a copyright or trademark infringement claim with us, see our [Intellectual Property Policy](#).

## 6. Adaptive’s Rights to Content You Post

You retain ownership of the content you post to your account. You agree that we are allowed to share your content with anyone through any media, including promoting it via advertising on other websites.

The content you post as a student or instructor (including courses) remains yours. By posting Courses and other content, you allow Adaptive to reuse and share it but you do not lose any ownership rights you may have over your content. If you are an instructor, be sure to understand the Course licensing terms that are detailed in the [Instructor Terms](#).

When you post content, comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize Adaptive to use and share such 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.

By submitting or posting content on your account, 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 (including your name and image) 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 Adaptive for the syndication, broadcast, distribution, or publication thereof on any social media, as well as using your content for marketing purposes. You also waive any rights of privacy, publicity, or other rights of a similar nature applicable to all these uses to the extent permissible under applicable law. 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.

## **7. Using Odyssey at Your Own Risk**

Anyone can use Odyssey to publish courses and we 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 Odyssey at your own risk.

Our platform model means we do not review or edit the Courses for legal issues and we are not in a position to determine the legality of Course content. We do not exercise any editorial control over the Courses that are available on the platform and, as such, do not guarantee in any manner the reliability, validity, accuracy, or truthfulness of the Courses. If you enrol in a course, you rely on any information provided by an instructor at your own risk.

By using the platform, you may be exposed to content that you consider offensive, indecent, or objectionable. Adaptive has no responsibility to keep such content from you and no liability for your access or enrolment in any course to the extent permissible under applicable law. This also applies to any courses relating to health, wellness, and physical exercise. You acknowledge the inherent risks and dangers in the strenuous nature of these types of courses and by enrolling in such courses you choose to assume those risks voluntarily, including the risk of illness, bodily injury, disability or death. You assume full responsibility for the choices you make before, during and after your enrolment 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. While we restrict the types of information instructors may request from students, 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 platform, 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.

## **8. Adaptive's Rights**

We own the Odyssey Academy platform and Services present or future Odyssey 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 Odyssey Academy platform, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our services (but excluding content provided by Third Party suppliers, instructors and students) are and will remain the exclusive property of Adaptive and its licensors. Our platforms are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing gives you a right to use the Adaptive name or any of the Odyssey or Adaptive trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Odyssey 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 Odyssey Academy platform and Services:

- access, tamper with or use non-public areas of the platform (including content storage), Adaptive's computer systems, or the technical delivery systems of Adaptive'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 Odyssey Academy 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 Odyssey); 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.

## 9. Miscellaneous Legal Terms

If you are an instructor accepting these Terms and using our services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

Any version of these Terms 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 (which include, if you are an instructor, the [Instructor Terms](#))

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.



The following sections shall survive the expiration or termination of these Terms: Sections 3 (Course Enrolment and Lifetime Access), 6 (Adaptive's Rights to Content You Post), 7 (Using Odyssey at Your Own Risk), 8 (Adaptive's Rights), 9 (Miscellaneous Legal Terms), and 10 (Dispute Resolution).

### 9.1 Disclaimers

It may happen that our platform is down, either for planned maintenance or because something goes down with the site. It may happen that one of our instructors is making misleading statements in their course. It may also happen that we encounter security issues (these are just examples). To the extent permitted by law, you accept that you will not have any recourse against us in any of these types of cases where things don't work outright.

**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 remove certain features of the Services at any time and for any reason that is beyond Adaptive's control.

Under no circumstances will Adaptive 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.

### 9.2 Limitation of Liability

There are risks inherent to using our services, for example, if you enrol in a health and wellness course like yoga and you injure yourself. You fully accept these risks and you agree that you will have no recourse to seek damages even if you suffer loss or damage from using our platform and services. 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 dollars (\$100) or the amount you have paid us in the twelve (12) months before the event giving rise to your claims.

### 9.3 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 Adaptive, our group companies, Third Party Sellers and their officers, directors, suppliers, partners, and agents from and 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.

#### **9.4 Governing Law and Jurisdiction**

These Terms are governed by the laws of the Republic of South Africa. You and we consent to the exclusive jurisdiction of courts of the Republic of South Africa.

#### **9.5 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 [legal@adaptiveconsulting.co.za](mailto:legal@adaptiveconsulting.co.za)).

#### **9.6 Relationship Between Us**

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

#### **9.7 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.

### **10. Dispute Resolution**

In the event a dispute should arise between us, we will attempt to resolve it amicably as soon as possible, and in any case, within one (1) month of the date on which the dispute first arose, failing which either party shall have the right to submit the dispute to the court for resolution.

### **11. 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 Adaptive 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.

### **12. How to Contact Us**

The best way to get in touch with us is to contact our [Support Team](#) for support queries, or [Accounts and Billing](#) for account-related queries. We'd love to hear your questions, concerns, and feedback about our Services.

Thanks for teaching and learning with us!

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