

Universal Terms Applicable to All Clients, Learners and Authorised Users

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1. Introduction

1.1 These Terms of Service govern access to and use of the learning platforms, websites, online courses, training programmes, assessments, digital certificates, AI-enabled learning tools, facilitated sessions, learning materials and related services provided by Transact Connect Training (Pty) Ltd.

1.2 Transact Connect Training (Pty) Ltd is referred to in these Terms as “TCT”, “we”, “us” or “our”.

1.3 These Terms apply universally to all current and future persons and organisations that access, purchase, sponsor, administer or use TCT Services, including:

- Individual learners;
- Employees and contractors enrolled by an employer;
- Client organisations;
- Sponsors;
- Academy customers;
- Platform administrators;
- Facilitators;
- Assessors;
- Consultants;
- Implementation partners;
- Authorised guests; and
- Any other person granted access to the Services.

1.4 These Terms constitute a legally binding agreement between TCT and each User. Organisations that purchase, sponsor or administer access must also comply with the provisions that apply to Client Organisations.



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1.5 These Terms are intended to operate together with TCT's other policies, including its:

- Privacy and Data Protection Policy;
- Acceptable Use Policy;
- AI Acceptable Use Policy;
- Academic Integrity Policy;
- Information Security Policy;
- Anti-Bribery and Anti-Corruption Policy; and
- Complaints and Appeals Policy.

These policies form part of the rules governing use of the Services once published or otherwise made available by TCT.

2. Acceptance of these Terms

2.1 A User accepts these Terms when the User:

- Selects "Agree and Continue" or a similar acceptance option;
- Registers for or activates an Account;
- Accesses the LMS or any Course;
- Participates in a TCT assessment, facilitated session or learning activity;
- Uses an AI-enabled TCT learning tool;
- Purchases a Course or Service;
- Accepts an invitation to join a TCT Academy or learning programme; or
- Otherwise uses the Services after being given access to these Terms.

2.2 By accepting these Terms, the User confirms that the User:

- Has read and understood them;
- Agrees to comply with them;
- Has provided accurate registration information;
- Has authority to accept them personally;
- Has obtained any required employer, guardian or organisational approval;
- Understands that the User's access may be suspended or terminated for a breach; and
- Acknowledges the processing of personal information in accordance with TCT's Privacy and Data Protection Policy.

2.3 Where access is sponsored or arranged by a Client Organisation, the User's employer or sponsor may also be a party to a separate agreement with TCT. The User remains personally responsible for complying with these Terms.

2.4 A User who does not agree to these Terms must not access or use the Services.

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3. Eligibility and authority

3.1 A User must have the legal capacity and authority required to use the Services and accept these Terms.

3.2 Unless TCT expressly agrees otherwise, a User must be at least 18 years old.

3.3 A person younger than 18 may only use the Services where:

- TCT has authorised the person's participation;
- The participation is appropriate for the applicable Course;
- Any legally required consent has been obtained from a parent, guardian, school, employer or other authorised person; and
- The processing of the person's personal information is permitted under applicable law.

3.4 A person accepting these Terms on behalf of an organisation confirms that the person is authorised to bind that organisation.

3.5 TCT may request reasonable evidence of identity, age, employment, authority, sponsorship or eligibility before granting or continuing access.

4. Definitions

For purposes of these Terms:

4.1 "Account"

Means the personal or administrative user profile through which a User accesses the Platform or Services.

4.2 "AI Tools"

Means artificial intelligence, machine learning, automated role-play, simulation, chatbot, knowledge-exploration, assessment-support or similar tools made available by or through TCT.

4.3 "Applicable Agreement"

Means any signed master services agreement, academy agreement, proposal, order form, statement of work, schedule, data-processing agreement, purchase confirmation or other written agreement governing particular Services.

4.4 "Authorised User"

Means a person whom TCT or a Client Organisation has properly authorised to access the Services.

4.5 "Certificate"

Means a certificate, badge, confirmation of completion or other credential issued by TCT in respect of a Course or learning programme.



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4.6 “Client Organisation”

Means an employer, business, financial institution, bank, fintech, educational institution, public body, sponsor, partner or other organisation that purchases, sponsors, manages or facilitates access to the Services.

4.7 “Course”

Means any course, module, unit, pathway, academy programme, masterclass, assessment, workshop, facilitated session or learning activity offered by TCT.

4.8 “Course Materials”

Means all text, graphics, illustrations, videos, audio, presentations, assessments, questions, answers, scenarios, role-plays, simulations, case studies, templates, downloadable materials, databases, software, recordings and other learning content made available through the Services.

4.9 “LMS” or “Platform”

Means the learning management system, website, portal, application or other digital environment used to deliver the Services.

4.10 “Services”

Means the Platform, Courses, Course Materials, assessments, Certificates, AI Tools, facilitation, support, reporting, administration and related services provided by TCT.

4.11 “Sponsor”

Means a Client Organisation or other person that arranges or pays for a User’s participation.

4.12 “User”

Means any person who accesses or uses the Services, including a Learner, administrator, facilitator, assessor, Client Organisation representative or authorised guest.

4.13 “User Content”

Means information, documents, responses, prompts, files, comments, recordings, assessment submissions, messages or other content submitted by a User through the Services.

5. Relationship with Client Agreements and other policies

5.1 These Terms apply to all Users unless TCT expressly agrees otherwise in writing.

5.2 Where a Client Organisation has entered into an Applicable Agreement with TCT, that agreement may contain additional or different provisions concerning:

- Fees and payment;
- Academy capacity;
- Active learner limits;
- Seat allocation and reassignment;

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- Course selection;
- Reporting;
- Implementation;
- Customisation;
- Service levels;
- Support;
- Data-processing responsibilities;
- Professional services;
- Renewal;
- Suspension;
- Termination; and
- Liability between TCT and the Client Organisation.

5.3 In the event of a conflict, the following order of precedence applies:

1. Mandatory applicable law;
2. A signed data-processing agreement, for matters specifically concerning personal information;
3. The applicable Master Agreement, Academy Agreement or equivalent signed client agreement;
4. The applicable Order, Schedule or Statement of Work;
5. These Terms;
6. TCT's incorporated policies; and
7. General Course descriptions, marketing materials and website information.

5.4 A more specific document takes precedence only in relation to the specific subject matter it addresses.

5.5 No commercial agreement or Course purchase authorises a User to:

- Share an Account;
- Circumvent access controls;
- Copy or distribute Course Materials;
- Compromise the Platform;
- Commit academic misconduct;
- Misuse AI Tools; or
- Infringe TCT's intellectual-property rights,

unless TCT has expressly authorised the activity in writing.

6. Account registration

6.1 Users may be required to provide information including:

- Full name and surname;
- Email address;
- Role or job title;
- Department or business unit;
- Employer or sponsoring organisation;
- Country or location;

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- Contact information; and
- Other information reasonably required to administer the Services.

6.2 All registration information must be accurate, complete and current.

6.3 A User must promptly update any information that changes or notify TCT or the relevant Client Organisation administrator.

6.4 TCT may decline, correct, suspend or cancel a registration where information is inaccurate, misleading, duplicated, fraudulent or incomplete.

6.5 A User may not register:

- Under another person's name;
- Using another person's email address without authority;
- More than once to obtain duplicate access or assessment attempts;
- Using false employment or sponsorship information; or
- For the purpose of bypassing a suspension, restriction or Course requirement.

7. Account security and personal access

7.1 Each Account is personal to the User to whom it has been assigned.

7.2 A User may not:

- Share login credentials;
- Permit another person to use the Account;
- Use another person's Account;
- Rotate one Account between multiple people;
- Transfer access without TCT's approval;
- Allow another person to complete training or assessments on the User's behalf; or
- Use simultaneous sessions to enable unauthorised access.

7.3 Users are responsible for:

- Keeping passwords confidential;
- Using strong and unique passwords;
- Logging out of shared devices;
- Protecting devices used to access the Platform;
- Notifying TCT promptly of suspected unauthorised access; and
- Complying with any multi-factor authentication or security requirements.

7.4 A Client Organisation may request that a learner seat be reassigned only where permitted by its Applicable Agreement and TCT's administrative rules.



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7.5 Seat reassignment does not permit:

- Concurrent use by more than one learner;
- Informal sharing;
- Repeated rotation to avoid purchasing sufficient capacity;
- Transfer of completed learning records to another person; or
- Transfer of a Certificate from one learner to another.

7.6 TCT may require password resets, identity verification or additional security controls where it reasonably suspects unauthorised access.

8. Grant of access and licence

8.1 Subject to these Terms and any Applicable Agreement, TCT grants the User a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the Services for legitimate learning or authorised administrative purposes.

8.2 Access is granted only:

- For the applicable Course or Academy;
- For the authorised access period;
- For the number of authorised Users;
- In the permitted capacity;
- For the intended learning or administrative purpose; and
- Subject to payment and other applicable conditions.

8.3 No ownership rights are transferred to the User or Client Organisation.

8.4 Access may expire at the end of the period stated in the Applicable Agreement, Course description, purchase confirmation or enrolment notice, whether or not the User has completed the Course.

8.5 A User is responsible for completing learning activities within the authorised access period.

8.6 TCT may provide reasonable extensions at its discretion or under an Applicable Agreement. An extension is not automatic and may be subject to additional fees or conditions.

9. Permitted use

9.1 The Services may be used only for:

- Personal learning;
- Employer-sponsored professional development;
- Authorised administration;
- Course facilitation;
- Legitimate assessment participation;

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- Internal organisational learning management; and
- Other purposes expressly approved by TCT.

9.2 Users must use the Services lawfully, responsibly and in accordance with:

- These Terms;
- The Applicable Agreement;
- TCT's policies;
- Course instructions;
- Reasonable directions issued by TCT; and
- Applicable laws and regulations.

9.3 Detailed conduct requirements are contained in TCT's Acceptable Use Policy.

10. Prohibited use

A User must not:

10.1 Use the Services for any unlawful, fraudulent, abusive, deceptive or unauthorised purpose.

10.2 Copy, download, reproduce, photograph, screen-record, record, publish, transmit, sell, licence, distribute or commercially exploit Course Materials except where TCT has expressly permitted a download or use.

10.3 Remove, obscure or alter any copyright, trademark, confidentiality, ownership or attribution notice.

10.4 Reverse-engineer, decompile, disassemble, scrape, crawl, index, extract, mirror or replicate the Platform or Course Materials.

10.5 Use bots, scripts, automated tools or artificial intelligence to access, copy, complete or interfere with the Services without written authorisation.

10.6 Attempt to bypass:

- Authentication;
- Course sequencing;
- Completion requirements;
- Assessment controls;
- Learner limits;
- Access periods;
- Download restrictions;
- Security controls; or
- Reporting mechanisms.

10.7 Upload or transmit malicious software, harmful code, corrupted files or disruptive material.

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10.8 Test, probe, scan or attempt to exploit a vulnerability without TCT's prior written authorisation.

10.9 Interfere with Platform performance or another User's access.

10.10 Harass, threaten, discriminate against, impersonate or unlawfully monitor another person.

10.11 Upload confidential, personal, proprietary or regulated information without authority.

10.12 Use the Services to develop, train or improve a competing course, LMS, AI model, content library or commercial training product without TCT's written permission.

10.13 Misrepresent a Course, Certificate, assessment result or affiliation with TCT.

10.14 Engage in bribery, corruption, facilitation payments or any conduct prohibited by TCT's Anti-Bribery and Anti-Corruption Policy.

11. Intellectual property

11.1 TCT and its licensors retain all rights, title and interest in the Services and Course Materials, including all:

- Copyright;
- Trademarks;
- Trade names;
- Logos;
- Designs;
- Databases;
- Software;
- Learning methodologies;
- Course structures;
- Frameworks;
- Assessment methods;
- Scenarios;
- Role-plays;
- Templates;
- AI configurations;
- Know-how; and
- Other intellectual property.

11.2 Course access does not transfer intellectual-property ownership to a User, Client Organisation or Sponsor.

11.3 A User may use Course Materials only for the User's own authorised learning and internal professional development.



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11.4 Unless TCT expressly agrees in writing, Course Materials may not be:

- Used to train other people;
- Uploaded to another LMS;
- Included in internal learning libraries;
- Converted into SCORM or another format;
- Translated;
- Adapted;
- Resold;
- White-labelled;
- Used in presentations or workshops;
- Used to create derivative courses;
- Submitted to external AI systems;
- Published on an intranet or shared drive; or
- Distributed to colleagues who are not authorised Users.

11.5 Permitted downloads remain subject to these Terms and may not be redistributed.

11.6 Where a Client Organisation supplies its own content, branding, data or materials, ownership remains with that Client Organisation or its licensors, subject to the rights required by TCT to provide the agreed Services.

11.7 Any jointly developed or customised materials will be governed by the relevant Applicable Agreement. In the absence of an express written agreement, TCT retains ownership of its pre-existing materials, methodologies, templates, systems, course structures and know-how.

12. User Content

12.1 The User retains ownership of lawful User Content originally created by that User, subject to any rights belonging to the User's employer, Sponsor or another party.

12.2 The User grants TCT a limited right to host, store, reproduce, process, analyse and display User Content to the extent reasonably required to:

- Deliver the Services;
- Administer Courses;
- Evaluate assessments;
- Generate reports;
- Provide technical support;
- Investigate misconduct;
- Protect security;
- Improve the Services using appropriately controlled information; and
- Comply with legal obligations.



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12.3 The User confirms that the User has all rights and authority required to submit User Content.

12.4 User Content must not:

- Infringe intellectual-property rights;
- Breach confidentiality obligations;
- Contain unlawful or discriminatory content;
- Contain malware;
- Include unnecessary personal information;
- Disclose customer payment information;
- Include payment card credentials or authentication data;
- Include production-system passwords or security keys; or
- Violate applicable law or TCT policy.

12.5 TCT may remove, restrict or preserve User Content where reasonably necessary to enforce these Terms, investigate misconduct, protect security or comply with law.

13. Confidential and sensitive information

13.1 Users may encounter confidential information belonging to TCT, a Client Organisation, another User, a technology provider or another third party.

13.2 Users must protect confidential information and use it only for the purpose for which it was disclosed.

13.3 Users must not submit real confidential client, customer, employee, merchant or payment information into:

- Assessments;
- Discussion areas;
- AI Tools;
- Role-play activities;
- Simulations;
- Support tickets; or
- Other Platform fields,

unless TCT has expressly authorised the submission and appropriate safeguards are in place.

13.4 Users should use fictionalised, anonymised or appropriately masked information in learning scenarios wherever possible.

13.5 Nothing in these Terms requires a person to disclose information where disclosure would breach law, regulation, professional obligations or an enforceable confidentiality duty.



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14. Sponsored and organisational learning

14.1 Where a Client Organisation sponsors, purchases, administers or requires a User's learning, the User acknowledges that TCT may provide authorised representatives of that organisation with learning and administrative information.

14.2 Subject to the Privacy and Data Protection Policy and Applicable Agreement, reporting may include:

- The User's name;
- Business email address;
- Employer;
- Role;
- Department;
- Course enrolment;
- Account activation status;
- Participation;
- Progress;
- Module or unit completion;
- Assessment results;
- Assessment attempts;
- Attendance;
- Overall completion status;
- Certificate information;
- Access expiry;
- Relevant support or administrative information; and
- Information reasonably required to administer the sponsored programme.

14.3 A Client Organisation may use this information for legitimate purposes including:

- Training administration;
- Skills development;
- Compliance monitoring;
- Capability development;
- Internal reporting;
- Programme evaluation;
- Workforce development; and
- Verification of Course completion.

14.4 TCT will not ordinarily provide a Sponsor with:

- A User's password;
- Unrelated personal information;
- Private payment details;
- Unnecessary support communications;
- Detailed AI conversations unrelated to programme administration; or
- Information exceeding the disclosed or agreed reporting purpose,



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unless disclosure is required by law, authorised by the User, necessary for security or misconduct investigation, or otherwise permitted under the Privacy and Data Protection Policy.

14.5 A User should address questions about how an employer uses learning reports to the employer. TCT remains responsible for its own processing activities.

15. Assessments and academic integrity

15.1

Assessments must be completed honestly and independently unless collaboration is expressly permitted.

15.2

A User must not:

- Ask another person to complete an assessment;
- Complete an assessment for another person;
- Share assessment questions or answers;
- Use unauthorised notes, tools or assistance;
- Use AI to generate answers where prohibited;
- Copy another person's work;
- Submit purchased or externally generated work as original;
- Manipulate completion records;
- Falsify attendance;
- Circumvent assessment controls; or
- Misrepresent the User's identity.

15.3

TCT may use reasonable methods to verify assessment integrity, including:

- Attempt monitoring;
- Time and activity review;
- Similarity checks;
- Identity checks;
- Oral verification;
- Follow-up assessment;
- Review of unusual completion patterns; and
- Investigation of reported misconduct.

15.4 Suspected misconduct will be handled under TCT's Academic Integrity Policy and, where appropriate, its Complaints and Appeals Policy.

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15.5 Consequences may include:

- A warning;
- Reassessment;
- Cancellation of an attempt;
- Withholding of results;
- Failure of an assessment or Course;
- Suspension;
- Notification of the Sponsor;
- Withdrawal or revocation of a Certificate; or
- Termination of access.

15.6 TCT will apply academic-integrity decisions reasonably and provide an appropriate opportunity for review or appeal.

16. AI-enabled learning tools

16.1 TCT may provide AI Tools for purposes including:

- Knowledge exploration;
- Practice;
- Role-play;
- Scenario simulation;
- Feedback;
- Learning support;
- Content navigation; and
- Skills development.

16.2 AI-generated responses may be incomplete, inaccurate, outdated, inconsistent or unsuitable for a particular situation.

16.3 AI outputs are provided for learning support and must not be treated as:

- Legal advice;
- Regulatory advice;
- Financial advice;
- Compliance approval;
- Risk approval;
- Technical certification;
- Professional advice;
- A binding TCT decision; or
- A substitute for qualified human judgement.

16.4 Users must independently verify material information before relying on it in a business, operational, legal, compliance, technical or customer context.



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16.5 Users must not enter confidential, proprietary, personal, payment, authentication or security-sensitive information into an AI Tool unless TCT has expressly authorised the use and appropriate safeguards are in place.

16.6 AI Tools may not be used to:

- Cheat;
- Complete assessments where prohibited;
- Generate misleading records;
- Impersonate another person;
- Produce unlawful or harmful content;
- Extract Course Materials;
- Bypass security controls; or
- Make automated decisions about another person.

16.7 Use of AI Tools is subject to TCT's AI Acceptable Use Policy.

16.8 TCT may record or review AI interactions for learning administration, quality, safety, security, investigation and service-improvement purposes in accordance with its Privacy and Data Protection Policy.

17. Course completion and Certificates

17.1 A Certificate may be issued where the User satisfies the applicable:

- Course completion requirements;
- Assessment criteria;
- Participation requirements;
- Identity requirements;
- Academic-integrity standards; and
- Administrative conditions.

17.2 A Certificate may include:

- The learner's name;
- Course title;
- Completion date;
- TCT branding;
- A unique certificate or platform identifier; and
- Verification information.

17.3 Certificates issued by TCT do not expire.

17.4 A Certificate records that the User met the applicable requirements at the time of issue. It does not guarantee that the User's knowledge will remain current where laws, regulations, standards, payment schemes, technologies or industry practices later change.

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17.5 Unless expressly stated, a Certificate does not:

- Constitute a licence to practise;
- Confer a statutory qualification;
- Guarantee employment or promotion;
- Confirm regulatory approval;
- Replace professional accreditation; or
- Represent endorsement by a regulator, payment scheme, bank or technology provider.

17.6 TCT may correct or reissue a Certificate containing an administrative error.

17.7 TCT may withhold, withdraw or revoke a Certificate where it was obtained through:

- Fraud;
- Impersonation;
- Academic misconduct;
- Material misrepresentation;
- System manipulation;
- An administrative error affecting validity; or
- A serious breach of these Terms.

17.8 A Certificate will not be revoked merely because the associated Platform access period has ended.

18. Privacy and personal information

18.1 TCT processes personal information to provide, administer, secure and improve the Services and to meet contractual and legal obligations.

18.2 Processing may include:

- Account creation;
- Identity and eligibility verification;
- Course enrolment;
- Learning administration;
- Progress tracking;
- Assessment;
- Certification;
- Sponsor reporting;
- Technical support;
- Security monitoring;
- Communications;
- Billing;
- Record retention;
- Service improvement; and
- Legal compliance.



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18.3 Further information regarding:

- Categories of personal information;
- Purposes of processing;
- Lawful grounds;
- Recipients;
- Service providers;
- International processing;
- Retention;
- Security;
- Data-subject rights;
- Information-officer details; and
- Complaints to the Information Regulator,

will be contained in TCT's Privacy and Data Protection Policy.

18.4 Acceptance of these Terms confirms acknowledgement of the Privacy and Data Protection Policy. It does not constitute consent where another lawful basis is more appropriate.

18.5 Users must provide accurate personal information and must not submit another person's personal information without authority.

19. Platform monitoring and learning analytics

19.1 TCT may collect and analyse Platform information including:

- Login activity;
- Device and browser information;
- Course access;
- Time spent;
- Learning progress;
- Assessment activity;
- Completion records;
- Downloads;
- AI Tool use;
- Support activity;
- Administrative changes; and
- Security events.

19.2 This information may be used to:

- Deliver the Services;
- Generate learner and organisational reports;
- Verify completion;
- Support Users;
- Detect misuse;
- Protect the Platform;
- Investigate misconduct;

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- Improve learning design;
- Analyse programme effectiveness; and
- Comply with legal obligations.

19.3 Monitoring will be conducted in accordance with applicable law and TCT's Privacy and Data Protection Policy.

20. Information security

20.1 TCT will maintain reasonable technical and organisational safeguards appropriate to the nature of the Services and information processed.

20.2 No internet-based system is completely secure or continuously available. Users must take reasonable precautions when accessing the Services.

20.3 Users must promptly report:

- Suspected unauthorised access;
- Lost or compromised credentials;
- Suspicious messages;
- Platform vulnerabilities;
- Accidental disclosure;
- Malware;
- Unauthorised downloads; or
- Other security incidents.

20.4 Security incidents must be reported to the contact channel designated by TCT.

20.5 Users must not publicly disclose an alleged vulnerability before TCT has had a reasonable opportunity to investigate and address it.

20.6 Further security requirements are contained in TCT's Information Security Policy and Acceptable Use Policy.

21. Third-party platforms and services

21.1 TCT may use third-party providers to support:

- LMS hosting;
- Cloud services;
- Email;
- Video conferencing;
- Customer support;
- Payment processing;
- Analytics;
- AI functionality;
- Certification;
- Identity management; and
- Other operational services.

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21.2 Certain third-party services may have their own terms and privacy notices.

21.3 Users must comply with any third-party terms that are properly brought to their attention.

21.4 TCT is not responsible for an independently provided third-party service beyond the extent required by applicable law or an Applicable Agreement.

21.5 Links to external resources are provided for convenience or learning purposes and do not necessarily constitute endorsement.

22. Availability, maintenance and changes

22.1 TCT will take reasonable steps to make the Services available in accordance with any applicable service commitments.

22.2 TCT does not guarantee uninterrupted or error-free availability unless expressly agreed in an Applicable Agreement.

22.3 Access may be affected by:

- Scheduled maintenance;
- Emergency maintenance;
- Internet or telecommunications failures;
- Third-party outages;
- Security incidents;
- Software updates;
- Infrastructure changes;
- Events outside TCT's reasonable control; or
- User device or network problems.

22.4 TCT may update, correct, replace, reorganise or withdraw Course Materials to:

- Maintain quality;
- Correct errors;
- Reflect current law or industry practice;
- Address security concerns;
- Improve learning design;
- Replace obsolete content; or
- Meet contractual or operational requirements.

22.5 TCT will not materially reduce a purchased Service without reasonable justification, an appropriate replacement, credit, remedy or other treatment required by applicable law or the Applicable Agreement.

22.6 Course titles, structures, examples, interfaces and supporting tools may change without affecting the fundamental learning service purchased.



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23. Course information and educational disclaimer

23.1 TCT provides education and professional-development services.

23.2 Course Materials may discuss:

- Payments;
- Banking;
- Financial services;
- Fraud;
- Risk;
- Compliance;
- Regulation;
- Technology;
- Information security;
- Artificial intelligence;
- Commercial practices; and
- Related subjects.

23.3 Unless expressly agreed otherwise, the Services do not constitute:

- Legal advice;
- Regulatory advice;
- Tax advice;
- Financial advice;
- Investment advice;
- Cybersecurity certification;
- Compliance approval;
- Scheme approval;
- Operational authorisation; or
- Advice tailored to a specific transaction or organisation.

23.4 Users and Client Organisations remain responsible for:

- Obtaining professional advice where required;
- Confirming current legal and regulatory requirements;
- Applying internal governance and approval processes;
- Evaluating operational and commercial decisions; and
- Determining whether information is suitable for a particular purpose.

23.5 TCT takes reasonable steps to provide accurate and useful learning content but does not warrant that every item will remain current after publication where external standards, laws, technologies or practices change.

24. Support and communications

24.1 TCT may provide support through email, the Platform, virtual sessions, administrators or other communicated channels.



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24.2 Support scope and response arrangements may differ according to the Course, Academy tier or Applicable Agreement.

24.3 Users must provide sufficient and accurate information when requesting support.

24.4 TCT may communicate with Users regarding:

- Account activation;
- Course access;
- Learning progress;
- Assessments;
- Certificates;
- Support;
- Security;
- Service changes;
- Policy updates;
- Required actions; and
- Other service-related matters.

24.5 Service communications are not marketing communications and may be sent where reasonably necessary to administer the Services.

25. Fees, payment, cancellation and refunds

25.1 Fees, payment terms, taxes, instalments, access periods and renewal arrangements will be stated in the applicable:

- Proposal;
- Order;
- Master Agreement;
- Purchase confirmation;
- Invoice;
- Course page; or
- Other Applicable Agreement.

25.2 A sponsored User is not personally responsible for organisational fees unless the User has separately agreed to pay them.

25.3 A Client Organisation remains responsible for fees under its Applicable Agreement even where a User does not complete a Course, unless the agreement states otherwise.

25.4 Individual purchasers may have cancellation, cooling-off, refund or other consumer rights under applicable law and the terms presented at purchase.

25.5 Nothing in these Terms limits a right or remedy that cannot lawfully be excluded.



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25.6 Failure to use the Services does not automatically create a refund entitlement.

25.7 TCT may suspend access for overdue undisputed amounts where permitted by the Applicable Agreement and applicable law.

26. Client Organisation responsibilities

A Client Organisation must:

26.1 Provide accurate User and administrator information.

26.2 Authorise only eligible Users.

26.3 Ensure that sufficient licences or learner capacity have been purchased.

26.4 Avoid unauthorised seat sharing or rotation.

26.5 Remove or update access when a person leaves, changes role, enters extended leave, is assigned to an urgent project affecting availability or otherwise no longer requires access, subject to the Applicable Agreement.

26.6 Ensure that its administrators use learning information only for legitimate and disclosed purposes.

26.7 Protect administrative credentials.

26.8 Notify TCT of suspected misuse or security incidents.

26.9 Ensure that Users are informed of these Terms and incorporated policies.

26.10 Not direct or encourage Users to breach these Terms.

26.11 Comply with its own obligations under applicable privacy, employment, consumer, anti-corruption and other laws.

27. Suspension and restriction

27.1 TCT may suspend, restrict or disable an Account or Service where reasonably necessary because of:

- A breach of these Terms or another TCT policy;
- Account sharing;
- Suspected fraud;
- Academic misconduct;
- Security risk;
- Unauthorised access;
- Harm to the Platform or another User;
- Non-payment where applicable;
- Misuse of Course Materials;
- Misuse of AI Tools;



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- Legal or regulatory requirements;
- A request from an authorised Client Organisation;
- Expiry or termination of the applicable access period; or
- Investigation of suspected misconduct.

27.2 Where reasonably practical, TCT will:

- Explain the reason for the restriction;
- Limit the restriction to what is reasonably necessary;
- Give the affected party an opportunity to respond; and
- Restore access where the issue is resolved.

27.3 TCT may act immediately and without prior notice where necessary to protect security, prevent harm, preserve evidence or comply with law.

27.4 Suspension does not waive payment or other obligations already incurred.

28. Termination and expiry

28.1 Access may end when:

- The authorised access period expires;
- A Course or Service is completed;
- The Applicable Agreement terminates;
- A Client Organisation withdraws the User's authorisation;
- The User requests Account closure;
- TCT terminates access for a material or repeated breach;
- Required fees remain unpaid;
- The Services are lawfully discontinued; or
- Continued access becomes unlawful or materially unsafe.

28.2 A User may stop using the Services at any time, but this does not automatically create a refund or cancel an organisational agreement.

28.3 On termination or expiry, the User must stop accessing and using restricted Course Materials.

28.4 Termination does not affect:

- Rights accrued before termination;
- Payment obligations already due;
- Confidentiality duties;
- Intellectual-property protections;
- Validly issued Certificates;
- Records that TCT must lawfully retain;
- Liability for prior breaches; or
- Provisions intended to survive termination.

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29. Records and retention

29.1 TCT may retain records reasonably required for:

- Contract administration;
- Learning history;
- Certificate verification;
- Assessment integrity;
- Financial recordkeeping;
- Legal compliance;
- Security;
- Dispute resolution; and
- Legitimate business purposes.

29.2 Retention periods will be determined in accordance with applicable law, contractual requirements and TCT's Privacy and Data Protection Policy.

29.3 A learner's Course access may expire while TCT continues to retain an appropriate completion and Certificate record.

30. Warranties

30.1 TCT warrants that it will provide the Services with reasonable care and skill, subject to:

- The nature of online learning;
- The Applicable Agreement;
- Platform dependencies;
- User cooperation; and
- Applicable law.

30.2 Users warrant that:

- Their registration information is accurate;
- They are authorised to use the Services;
- They will comply with these Terms;
- They have rights to any User Content submitted;
- They will not infringe another person's rights; and
- They will not misuse the Services.

30.3 No representation made outside an authorised written agreement will bind TCT unless confirmed by an authorised TCT representative.

31. Limitation of liability

31.1 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.



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31.2 Subject to clause 31.1, TCT will not be liable for loss arising solely from:

- A User's failure to complete a Course within the access period;
- Incorrect information provided by a User or Client Organisation;
- Unauthorised account sharing;
- A User's reliance on AI output without appropriate verification;
- A User's failure to obtain professional advice;
- External internet, device or telecommunications failures;
- An unauthorised third-party act;
- Use of the Services contrary to these Terms;
- Client-supplied content or instructions; or
- Changes in law, regulation, standards or industry practice after Course publication.

31.3 To the extent permitted by law, TCT will not be liable for indirect, incidental, special or consequential loss, including loss of profit, revenue, opportunity, goodwill or anticipated savings, unless an Applicable Agreement expressly provides otherwise.

31.4 TCT's liability to a Client Organisation may be subject to the limitations and exclusions contained in the Applicable Agreement.

31.5 Any limitation must be interpreted consistently with applicable consumer-protection and other mandatory law.

32. Responsibility for breach

32.1 A User or Client Organisation is responsible for loss, damage, claims, costs or expenses caused by its unlawful conduct, fraud, wilful misconduct or material breach of these Terms.

32.2 To the extent permitted by law, a party that causes a third-party claim through its unlawful conduct, infringement or unauthorised use must compensate the affected party for reasonable direct losses arising from that conduct.

32.3 This clause does not impose liability where doing so would be prohibited or unfair under applicable law.

33. Anti-bribery and ethical conduct

33.1 Users and Client Organisations must act lawfully and ethically in their dealings with TCT.



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33.2 No person may offer, request, give, receive or authorise:

- A bribe;
- A kickback;
- An improper payment;
- A facilitation payment;
- An undisclosed commission;
- An inappropriate gift or benefit; or
- Any advantage intended to improperly influence a decision connected with the Services.

33.3 Suspected bribery or corruption must be reported through the channel identified in TCT's Anti-Bribery and Anti-Corruption Policy.

34. Complaints and appeals

34.1 Users may raise complaints concerning:

- Course administration;
- Access;
- Service quality;
- Assessment processes;
- Academic-integrity decisions;
- Certificates;
- User conduct;
- Privacy;
- Discrimination;
- Facilitated sessions; or
- Other aspects of the Services.

34.2 Appeals may be submitted where permitted under TCT's Complaints and Appeals Policy.

34.3 Complaints and appeals must:

- Be made in good faith;
- Include relevant information;
- Be submitted within any applicable timeframe; and
- Avoid abusive, threatening or knowingly false content.

34.4 TCT will aim to handle complaints fairly, objectively, confidentially and without retaliation.

34.5 Nothing in these Terms prevents a person from approaching a regulator, court, consumer body or other competent authority where legally entitled to do so.

35. Changes to these Terms

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35.1 TCT may amend these Terms to reflect:

- Changes in law;
- Regulatory requirements;
- New Services;
- Technology changes;
- Security requirements;
- Operational improvements;
- Changes to third-party platforms;
- Lessons from complaints or incidents; or
- Changes in business practices.

35.2 Each version will display an effective date and version number.

35.3 TCT will provide reasonable notice of material changes through:

- The Platform;
- Email;
- The TCT website;
- A Client Organisation administrator; or
- Another appropriate communication channel.

35.4 TCT may require Users to accept an updated version before continuing to access the Services.

35.5 Changes will not retrospectively remove accrued rights or impose new payment obligations without appropriate agreement.

36. Electronic communications and records

36.1 The parties agree that communications, notices, acceptances, records and agreements may be created and exchanged electronically where permitted by law.

36.2 TCT may retain evidence of acceptance including:

- User identity;
- Account information;
- Acceptance date and time;
- Terms version;
- Policy version;
- Organisation or Sponsor;
- Platform logs;
- IP address where appropriate; and
- Other reasonable audit information.

36.3 Electronic records maintained in the ordinary course of business may be used as evidence of:

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- Registration;
- Acceptance;
- Access;
- Activity;
- Completion;
- Assessment;
- Communication; and
- Administration,

subject to applicable law.

36.4 Users must retain copies of documents they may reasonably require for their own records.

37. Notices

37.1 Notices to TCT under these Terms must be sent to the contact address published by TCT for the relevant matter.

37.2 General enquiries may be sent to:
legal@transacttraining.online

37.3 TCT may send notices to the email address associated with the User's Account or to an authorised Client Organisation representative.

37.4 A User is responsible for maintaining a current email address and monitoring relevant communications.

37.5 A notice is regarded as received when it is delivered electronically, subject to proof of non-delivery and applicable law.

38. Governing law and jurisdiction

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

38.2 The parties should first attempt to resolve a dispute through good-faith engagement and the applicable complaints or escalation process.

38.3 If a dispute cannot be resolved informally, a party may pursue any mediation, arbitration, court process, consumer remedy or regulatory process available under the Applicable Agreement or applicable law.

38.4 Where no different jurisdiction is validly agreed in an Applicable Agreement, the competent courts of South Africa will have jurisdiction.

38.5 Nothing in these Terms prevents a consumer from exercising a right to approach a court, tribunal, regulator or other body where that right cannot lawfully be restricted.

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39. General provisions

39.1 Entire agreement: These Terms, the incorporated policies and any Applicable Agreement constitute the agreement governing the relevant Services.

39.2 Severability: If a provision is found to be invalid or unenforceable, it must be interpreted or limited to the minimum extent necessary, and the remaining provisions will continue to apply.

39.3 No waiver: A failure or delay in enforcing a right does not waive that right.

39.4 Assignment: A User may not transfer the User's rights or obligations without TCT's written approval.

TCT may transfer its rights or obligations as part of a lawful restructuring, sale, merger or service arrangement, provided that this does not unlawfully reduce the User's rights.

39.5 Independent relationship: Nothing in these Terms creates employment, agency, partnership, joint venture or fiduciary relationships between TCT and a User.

39.6 Force majeure: Neither party will be liable for delay or failure caused by events beyond its reasonable control, subject to reasonable mitigation and any rights that cannot lawfully be excluded.

39.7 Interpretation: Headings are for convenience and do not limit interpretation. Words in the singular include the plural and vice versa where appropriate. The words "including" and "include" do not limit the general meaning of preceding words.

39.8 Plain language: These Terms must be interpreted in a manner that promotes lawful, fair and understandable application.

40. Contact and acknowledgement

Questions concerning these Terms may be directed to:

Transact Connect Training (Pty) Ltd

Email: legal@transacttraining.online

By selecting "**Agree and Continue**", activating an Account or using the Services, the User confirms that the User has read, understood and agreed to these Terms of Service and acknowledges the TCT Privacy and Data Protection Policy.