

TERMS OF USE

1. Introduction

Welcome to The Unlimited Child's Learner Management System, a digital platform designed to provide virtual training and learning opportunities. By accessing or using our Learner Management System ("LMS"), you agree to be bound by these Terms of Use ("Terms"), as well as our Privacy Policy. If you do not agree to these Terms, you must not access or use the LMS.

2. Acceptance of Terms

By registering for, accessing, or using the LMS, you acknowledge that you have read, understood, and agree to comply with these Terms. These Terms apply to all users of the platform, including but not limited to learners, instructors, and administrators.

3. Access and Use of the LMS

3.1. User Account

- 3.1.1. To access the LMS, you must create an account with a unique username and password. You are responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account.
- 3.1.2. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.2. License to Use

- 3.2.1. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the LMS for personal or organizational training and learning purposes.
- 3.2.2. You agree not to use the LMS for any unlawful or prohibited activities.

3.3. Restrictions on Use

- 3.3.1. You shall not attempt to gain unauthorized access to any part of the LMS, other accounts, computer systems, or networks connected to the LMS through hacking, password mining, or any other means.
- 3.3.2. You shall not reproduce, duplicate, copy, sell, resell, or exploit any portion of the LMS without our express written permission.
- 3.3.3. You shall not interfere with or disrupt the integrity or performance of the LMS.

4. Copyright & Intellectual Property Rights

- 4.1. All content, including but not limited to text, images, graphics, audio, video, software, logos, intellectual property and other materials ("Content") displayed or available on the LMS platform is the exclusive property of The Unlimited Child (or its content providers) and is protected by applicable copyright, trademark, and other intellectual property laws. Use of the LMS application does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Unauthorized use, reproduction, modification, distribution, or display of the Content without prior written consent from The Unlimited Child is strictly prohibited.

- 4.2. You are granted a limited license to access and use the content for personal or organizational learning purposes. You may not modify, reproduce, distribute, or create derivative works of any Content without our prior written consent.

5. Privacy and Data Protection

- 5.1. Your privacy is important to us. By using the LMS, you consent to our collection and use of your data in accordance with our privacy policy.

6. Termination

- 6.1. We reserve the right to suspend or terminate your access to the LMS at any time, without notice, for any violation of these Terms or for any other reason deemed appropriate by us.
- 6.2. Upon termination, your right to use the LMS will cease immediately. You must cease all use of the LMS and destroy any downloaded or printed materials obtained from the LMS.

7. Disclaimers and Limitation of Liability

- 7.1. The LMS is provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 7.2. We do not warrant that the LMS will be uninterrupted, error-free, or secure, nor do we make any warranty regarding the accuracy or reliability of any information obtained through the LMS.
- 7.3. To the fullest extent permitted by law, The Unlimited Child shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your use of the LMS.

8. Modifications to the Terms

- 8.1. We may revise these Terms from time to time. Your continued use of the LMS after any changes have been made constitutes your acceptance of the revised Terms.

9. Governing Law and Dispute Resolution

- 9.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 9.2. Any disputes arising out of or relating to these Terms or the LMS shall be resolved through binding arbitration in accordance with the rules of the Arbitration Foundation of South Africa with such arbitration held in Westville, Durban, KZN, South Africa.

By using this LMS, you agree to these Terms of Use.