

## **1. About us**

Imperial International College was birthed out of Love2Learn Curriculum - a company that started developing a curriculum for homeschooling in 2002, which today comprehensively spans Grades 00 – Grade 9 and is used in over 20 countries across the globe.

We wanted to ensure that the students (both homeschooled and mainstream school) who completed Grade 9, could then be assured of continuing all the way through to Grade 12 and be in a position to secure a Matric Exemption, should they want to study further at university or equivalent tertiary institution.

After considerable research we decided that the internationally recognised and prestigious British International GCSE (Grades 10 and 11) and AS-Level (Grade 12) qualifications were overall the best option to meet and satisfy both our and our students' needs.

We then set about developing material – which also includes Tutor Support and an assessment service for these last three years of schooling - that would support and prepare independent learners, who prefer to study via distance, to write the International GCSE and AS-Level examinations.

We have offered this comprehensive support for International GCSE and AS-Levels since 2009, with much success, including numerous distinctions from many of our students.

With the advent of online learning, we then set about developing a dedicated online learning platform, which we initially called *iLove2LearnOnline*. This was later to become Imperial International College – Online Education for High School.

## **2. Use of iic-online.com sites**

**2.1** iic-online.com and any subdomain thereof not listed below - You may only use these sites to browse the content or make legitimate purchases and shall not use these sites for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. These sites and the content provided in these sites may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of these sites and/or the materials contained on these sites may violate applicable copyright, trademark or other intellectual property laws or other laws.

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### **3. Disclaimer of Warranty**

The contents of these sites are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of these sites, the authors of these contents and in general anybody connected to these sites in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Please note that Imperial International College has no control over the diligence and dedication of students within the distance learning/ home environment to utilise the curriculum in the manner intended. The responsibility for meeting legal and educational requirements therefore rests solely with the family and/or individual making the purchase.

In the case of a private tutor who purchases material from Imperial International College for the purposes of offering private tutoring services, Imperial International College makes no warranty on behalf of the tutor that he/she is qualified or competent to teach. The responsibility rests with the parents enrolling the services of said tutor to determine the competence of that person.

### **4. Our Rights**

We reserve the right to:

- 4.1** Modify or withdraw, temporarily or permanently, the websites (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website; and/or
- 4.2** Change these Conditions from time to time, and your continued use of the websites (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to

any change to the Conditions then you must immediately stop using the website.

- 4.3** Use our reasonable endeavours to maintain the website. The websites is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the websites or because of a failure, suspension or withdrawal of all or part of the websites due to circumstances beyond our control.

## **5. Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to these websites.

All the information gathered in the online forms on the websites is used to personally identify users that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone, without your prior acceptance.

The sites may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the sites; the pages that you access while at the sites and the Internet address of the Web sites from which you linked directly to our site. This information is used to help improve the sites, analyse trends, and administer the sites. We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail. By using these websites, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the websites following the posting of changes to these terms will mean that you accept those changes.

## **6. Cookie/Tracking Technology**

The sites may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the sites, and understanding how visitors use the sites. Cookies can also help customize the sites for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

## **7. Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the

availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## 7.1 YouTube & Google

Some of our sites make use of the Youtube API Services in order to directly link students to content that we or our tutors believe is pertinent to their studies. You can read the YouTube and Google Terms of Service at the links below:

YouTube - <https://www.youtube.com/t/terms>

Google - <https://policies.google.com/privacy>

## 8. Product availability and Delivery Lead Times

Imperial International College has no control over the availability of titles that it does not publish directly. Components of the curriculum packages may thus change without prior notice. Although our courses require textbooks, Imperial International College does not provide students with said textbooks. We will furnish students and parents with a list of textbooks required for each of the courses for which a subscription is purchased. We will only provide said list of textbooks once the first payment for a subscription has been received.

## 9. Order processing

Order processing will not begin until we receive a confirmed order and payment.

## 10. Refunds

Imperial International College will only offer refunds for funds paid in error, over and above those reflected in invoices/orders.

### **PLEASE NOTE**

- 10.1** Should you NOT alert us to the fact that your subjects are incorrect or that there are duplicate titles and/or incompatible Software within the 2 working day deadline and you subsequently wish to change your subjects or credit a resource, you can still do so up until your order is dispatched, but a nominal handling fee of 10% will apply. (However, No refunds will be done; the credit will be left on your account and can be used to offset future orders and delivery fees.)
- 10.2** If, for any reason, you **CANCEL** your **ENTIRE** order at this stage (after the 2 working day deadline and up until the time your order is dispatched) you will

be required to pay a CANCELLATION FEE of 25% (10% handling fee and 15% administrative costs).

**IMPORTANT: NO RETURNS OR CREDITS can be done AFTER your order has been dispatched.**

**10.3** Any surcharges which banks may impose, in regard to bank charges and levies of any nature related to transferring funds internationally, will also be for your account. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days.

**10.4** Should you choose to use a carrier that does not offer a tracking facility and the goods are lost then no refund or return will be considered.

11.4.1 International customers should make use of a courier that offers:

- Shipment tracking.
- Insure your package for safe return and declare the full value of the shipment failing which loss or damage will be for your account.

**10.5** All deliveries of orders include a list of items being delivered. Any **discrepancies** as regards the printed list of titles being supplied when compared with the actual items delivered e.g. short delivery; must be communicated to Imperial International College within seven days of taking delivery of your order. Imperial International College reserves the right to waive any discrepancies that are communicated after this seven day “window” period.

## **12. Copyright – Photocopying a Criminal Offence**

Copyright law protects all materials sold by Imperial International College. Unless otherwise stated, photocopying of any material not only contravenes Biblical and moral principles, but is also a Criminal Offence; and as such is liable to criminal prosecution and civil claims for damages. Additional copies of workbooks may be purchased for use by siblings.

## **13. Resale of Curriculum**

**Imperial International College’s resources and material is licensed to a single purchaser and may NOT be resold to any other party.**

Families/Students who have completed their International GCSE or AS-Levels and would like to pass on their material are welcome to contact the Imperial International College office and donate these resources to Missionaries and under-privileged families that Imperial International College has association with.

## **14. All Printing and Typing Errors Excepted**

## **15. Home-Schooling Co-Operatives, Small Schools and Tutor Groups**

Imperial International College’s tutor support and online material is licensed to a single purchaser to operate in a **single family** situation, in a similar way that software is licensed

for use on a single computer. In the case of a home-schooling co-operative (several families working together) or a business concern operating a small school, or a tutor teaching a group of learners (and serving home-educating families); and wanting to use Imperial International College's support material, please note that each family in the co-operative, and each student in the small school, or tutor group, is required to purchase their own **MyCollegeTutor** 18 Month Online Programme support. Contravention of this clause constitutes a breach of contract and will make the relevant parties liable to criminal prosecution and civil claims for damages.

#### **16. Items Not Supplied as Standard:**

Imperial International College does not supply general stationery. Please obtain this from your local stationery supplier.

#### **17. Examination Venues**

I.I.C. accepts no responsibility for, nor can it guarantee, the availability and convenient proximity of Examination venues. It is incumbent on parents and students alike to verify examination venue availability prior to contracting to study through Imperial International College.

#### **18. Disclosure of outlet country at time of payment**

South Africa - First National Bank

#### **19. Payment Options and Pricing**

All transactions will be processed in South African Rands (ZAR).

##### **19.1 Credit Card**

We make use of the PayFast payment gateway who accept all Credit and Cheque cards issued by Visa and Mastercard. You can read the Payfast End User Agreement (EUA) and Privacy Policy at the links below:

EUA - <https://www.payfast.co.za/end-user-agreement>

Privacy Policy - <https://www.payfast.co.za/privacy-policy>

##### **19.2 EFT (Electronic Fund Transfer)**

One of the most widely used ways of sending money online. On receipt of your online order you will be given our banking details via email. Once you have made payment for your order please email your proof of payment to [accounts@iic-online.com](mailto:accounts@iic-online.com) to ensure your payment is confirmed and order processing can commence as quickly as possible.

##### **19.3 Direct Deposit**

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please email your proof of payment to [accounts@iic-online.com](mailto:accounts@iic-online.com) to ensure your payment is confirmed and order processing can commence as quickly as possible.

### **Banking Details**

First National Bank  
Account: 62779003872  
Branch Code: 250 655  
Swift Code: FIRNZAJJ  
Reference: Surname – OrderNo

Imperial International College reserves the right to change pricing at any time without prior notice.

## **20. Security Policy**

PayFast processes all credit card transactions and are PCI-DSS Level 1 Service Provider Compliant. You can read about the various security protocols that they employ here - <https://www.payfast.co.za/security-fraud>

## **21. Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the website).

## **22. Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

## **23. Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to these websites. It is the User's obligation to periodically check these Terms and Conditions at the websites for changes or updates. The User's continued use of these websites following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## 24. Consent

I understand that all the designs and trademarks are registered to Imperial International College and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Imperial International College for any civil action or any legal action deemed necessary against me.

## 25. Contact Details

**Physical address:**

60 Macbeth Avenue  
Witkoppen Ext 21  
Sandton  
Gauteng  
South Africa

**Postal address:**

PO Box 1171  
Lonehill  
2062  
Gauteng  
South Africa

**Phone number:** +27 11 465 6049

**Email:** info@iic-online.com

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>

**ENDS.**