

PROBETA TRAINING AND TALL TREES PROFILES AS A BUSINESS PARTNER IN THE TRAINING AND DEVELOPMENT OF PROFESSIONAL SKILLS IN THE CORPORATE SECTOR – TERMS AND CONDITIONS

ProBeta Training offers various competency and soft skills training courses for Corporates as well as trainees and clients in the auditing, accounting and taxation professions in association with Tall Trees Profiles (Pty) Ltd ('Service'). The course delivery includes the completion of an on-line Tall Trees Leadership Profile report (TTLP). The following terms and conditions apply with regards to the use and / or completion of such profiles and related course offerings:

1. Minimum Age

You must be at least twelve (12) years of age to use the online TTLP report. By registering to complete such a report or attend a related course, you represent and warrant that you are at least 12 years old and that you have the capacity and an adult (parent, guardian or teacher's) permission to enter into and comply with the terms of this Agreement.

2. Personal Use

Your account is for your sole, personal use. You may not authorize others to use your account, and you may not transfer your account to any other person or entity. You agree that you are responsible for maintaining the confidentiality of your password and other account information and that you are responsible for all activities that occur under your account or password. You agree to notify ProBeta Training immediately of any unauthorized use of your account or password.

3. Online Conduct

In registering with ProBeta Training, you agree that:

- You will use the Service in a manner consistent with any and all applicable laws and regulations
- You will not publicly post or privately transmit any inaccurate, misleading or false Content to ProBeta Training and Tall Trees Profiles. If content provided to ProBeta Training and Tall Trees Profiles subsequently becomes inaccurate, misleading or false, you will promptly notify ProBeta Training of such change
- You understand that ProBeta Training and Tall Trees Profiles make no guarantees, neither expressed nor implied, regarding any assessment or information you may receive.

4. Online Content

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by ProBeta Training and Tall Trees Profiles, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. PROBETA TRAINING AND TALL TREES PROFILES DO NOT:

- GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION ON THE SERVICE, AND
- ADOPT, ENDORSE NOR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN PROBETA TRAINING AND TALL TREES PROFILES. UNDER NO CIRCUMSTANCES WILL PROBETA TRAINING AND TALL TREES PROFILES BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE, OR TRANSMITTED TO OR BY ANY REGISTERED USERS.

5. Proprietary Rights

ProBeta Training and Tall Trees Profiles own and retain proprietary rights in the Service. The Service contains copyrighted material, trademarks, and other proprietary information of ProBeta Training and Tall Trees Profiles, its licensors and licensees. Except for information which is in the public domain or for which you have been given permission, you agree not to copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

6. Privacy Policy

Your use of ProBeta Training's website and the Service data is subject to the ProBeta Training and Tall Trees Profiles Privacy Policy (this policy). We respect the privacy of everyone who visits this website. As a result we would like to inform you regarding the way we would use your personal data. We recommend you to read this privacy policy so that you understand our approach towards the use of your personal data. By submitting your personal data to us, you will be treated as having given your permission for use as stated below.

What does this privacy policy cover?

This privacy policy is to inform you regarding the use of your personal information which is collected during your visit to the ProBeta Training website as well as our social media pages linked to this website. This covers the data collected during your completion of Tall Trees Profile tests of any kind and the content of your Tall Trees Reports of any test done via the Tall Trees Profiles domain. It also covers the content of emails sent directly through ProBeta Training's Contact Us Page.

Who is responsible for the personal information collected on this site?

Your personal data is controlled by ProBeta Training and Tall Trees Profiles. Special Notice - if you are under 12 years old, ProBeta Training's website is not aimed at children under 12 years old and we will not collect, use, provide or process in any other form any personal information of children under the age of 12 deliberately. We therefore also ask you, if you are under 12 years old, please do not send us your personal information (for example, your name, address and email address or any details or opinions about your Tall Trees Reports or workshops attended). If you are under 12 years old and you nevertheless wish to ask a question or use this website in any way which requires you to submit your personal information please get your parent or guardian to do so on your behalf.

Purposes of the collection of your data

The main purpose of collecting your data is to enable you to use our services and to keep records of your Tall Trees Profile results. We collect and use personal information to better provide you with these when you buy a product from us, want to retrieve your results or want to require about our services. We also keep information such as your age, gender and language for research purposes. We aim to improve the accuracy and content of our tests by collecting data, drawing up statistics and testing hypotheses. Your data is needed for that research. We would therefore use your personal information in order to:

- respond to queries or requests submitted by you
- process orders or completed Tall Trees profiles submitted by you
- administer or otherwise carry out our obligations in relation to any agreement you have with us
- anticipate and resolve problems with any services supplied to you
- develop or improve products or services that may meet your needs, by using this data in research
- publish academic articles based on research that uses your data anonymously (we will never display your name without your written permission).

To optimise our services we may wish to use your personal data for direct marketing. As we respect your privacy we will only use your personal data for this purpose when you are aware thereof and if required we will request your consent prior to using your personal data for direct marketing. You will always have the option to opt out or unsubscribe from such marketing and we will stop the use of your information for such purposes as soon as it is reasonably possible to do so.

In addition, the collected personal data will (occasionally) be transferred to a Third Party for the process of research or website/server changeovers that may occur. These third parties will not use your personal information for any other purposes than what we have agreed with them and as set out above. You will not receive correspondence from them. Except as set out in this privacy policy, we will not disclose any personally identifiable information without your permission unless we are legally entitled or required to do so (for example, if required to do so by legal process or for the purposes of prevention of fraud or other crime) or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals.

Please be assured that we will not use your information for any of the purposes if you have indicated that you do not wish us to use your information in this way when submitting the information or at a later stage.

Collection of non-personal information

We may automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to our website. We may also aggregate details which you have submitted to the site (for example, your school company's name and the town where you live). You cannot be identified from this information and it is only used to assist us in providing an effective service on this website. We may from time to time supply third parties with this non-personal or aggregated data for uses in connection with this website.

Interaction between you and us

We are interested in your views, and we value feedback from our clients and visitors, we therefore have set up a “contact us” page for feedback, email, Facebook Pages and a Twitter account. If at any time you use these platforms to interact with us we may collect the personal information that you disclose as well as testimonials to promote our service. These platforms are regarded as public and therefore your opinions given with your name may be used, unless you submit these with an explicit request to remain anonymous. Such information will be used in accordance with this privacy policy. However, we can of course not control and be responsible for other parties' use of the personal information which you make available to them through these platforms. We encourage you to be careful about what personal information you disclose in this way.

Keeping our records accurate

We aim to keep our information about you as accurate as possible. If you would like to review, change or delete the details you have supplied us with, please contact us or follow the instructions on your profile account.

Security of your personal data

We have implemented technology and policies with the objective of protecting your privacy from unauthorised access and improper use and will update these measures as new technology becomes available, as appropriate.

Use of your personal information submitted to other web sites

On our websites, we may have links to other websites or you are referred to our website through a link from another website. As you can imagine, we cannot be responsible for the privacy policies and practices of other websites. Such content is subject to their terms of use and any additional guidelines and privacy information provided in relation to that use on their website. We recommend that you check the policy of each website you visit to better understand your rights and obligations especially when you are submitting any type of content on those third party website. Please contact the owner or operator of such website if you have any concerns or questions.

Changes to this policy

From time to time we may make changes to this privacy policy. If we make any substantial changes to this privacy policy and the way in which we use your personal data we will post these changes on this page and will do our best to notify you of any significant changes. Please check our privacy policy on a regular basis.

How can you contact us?

If you would like to contact us about our privacy policy, you can do so by emailing us at info@probetatraining.co.za

7. Warranties, Limitation of Liability, Errors

- PROBETA TRAINING AND TALL TREES PROFILES PROVIDE THE SERVICE AND THE PRODUCTS SOLD ON THIS WEBSITE ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE. PROBETA TRAINING AND TALL TREES PROFILES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT
- Neither ProBeta Training and Tall Trees Profiles nor their affiliates, subsidiaries, or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Associates") warrant that use of the ProBeta Training's website will be uninterrupted or error-free. Neither ProBeta Training and Tall Trees Profiles nor its Associates warrant the accuracy, integrity or completeness of the content provided on ProBeta Training's website or the products or services offered for sale on the ProBeta Training website. Further, ProBeta Training and Tall Trees Profiles make no representation that content provided on the ProBeta Training website is applicable to, or appropriate for use in, locations outside of the United States
- PROBETA TRAINING AND TALL TREES PROFILES AND ITS ASSOCIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY PROBETA TRAINING AND TALL TREES PROFILES OR ITS ASSOCIATES (CALLED FACILITATORS) SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL PROBETA TRAINING AND TALL TREES PROFILES OR ITS ASSOCIATES (CALLED FACILITATORS) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE PROBETA TRAINING WEBSITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE PROBETA TRAINING WEBSITE THAT RESULTS IN MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY IN ANY ACTION, WHETHER IN CONTRACT, TORT OR ANY OTHER CLAIM, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PROBETA TRAINING AND TALL TREES PROFILES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE AND SERVICES AVAILABLE THROUGH THE PROBETA TRAINING WEBSITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU
- IN NO EVENT SHALL PROBETA TRAINING AND TALL TREES PROFILES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE

- Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and ProBeta Training reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your account charged.

8. Indemnity

You agree to indemnify us, our officers, directors, employees and agents, from any loss or damages, including without limitation reasonable legal fees, which we may suffer from your activities on or use of the Service, including without limitation any breach by you of this Agreement or any charges or complaints made by other parties against you. You shall cooperate as fully as reasonably required in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any such claim.

9. Complaints

To resolve a complaint regarding the Service, you should first contact ProBeta Training by clicking on the "Contact" Link or via email to info@probetatraining.co.za.

10. Termination

Either you, ProBeta Training or Tall Trees Profiles may terminate your account at any time, for any reason, without explanation, effective upon sending written notice to the other party. ProBeta Training and Tall Trees Profiles reserve the right to immediately suspend or terminate your access to the Service, without notice, upon any breach of this Agreement by you which is brought to ProBeta Training or Tall Trees Profiles' attention. In the event your access to the Service is suspended due to the breach of this Agreement, you agree that all fees then paid to ProBeta Training by you shall be non-refundable.






11. General Provisions

You agree that South African Law shall govern this Agreement, and that any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of courts of South Africa unless an infringement violates the laws of another country where the infringement has taken place. This Agreement, accepted upon registration for the Service, contains the entire agreement between you, ProBeta Training and Tall Trees Profiles regarding the use of this Service. Unless otherwise explicitly stated, the terms will survive termination of your registration to the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

For any enquiries, please contact Lynette Berger at lberger@probetatraining.co.za.

Sincerely

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