DIGITITAN LMS TERMS & CONDITIONS

Digititan Holdings

1. Introduction

These Terms & Conditions (“Terms”) govern access to and use of the Digititan Learning Management System (“Digititan LMS”, “LMS” or “Platform”) operated by Digititan Holdings (“Digititan”, “we”, “us” or “our”). The Platform provides digital learning, training, assessment and related educational services. By creating an account, accessing the Platform, enrolling in a course, or otherwise using the Platform, the learner (“Learner”, “you” or “your”) agrees to comply with these Terms and applicable course-specific rules and policies.

2. Definitions

“Account” means the learner profile created to access the LMS.

“Course” means a learning programme, course, module, assessment or training activity.

“Learner” means a person who registers for or uses the Platform.

“Academy/Centre” means an academy, organisation, community centre, partner or other organisation selected or specified during registration.

“Paid Course” means a Course requiring payment.

“Partner” means a third-party organisation whose programme, content, certification or services are made available through or in connection with the Platform.

3. Eligibility and Registration

Learners must provide accurate, current and complete registration information and keep it reasonably up to date. Some Courses may have age, qualification, prerequisite, geographic, programme or partner-specific requirements. Providing a date of birth may be required for eligibility and age-restricted Course checks. A Learner must not create an account using another person’s identity or knowingly provide false information.

4. Learners Who Are Children / Minors

Digititan may permit learners below 18 to access selected programmes. Where a Learner is a child under applicable South African law, Digititan will apply the consent, verification, information-processing and safeguarding requirements determined by law and by Digititan’s legal adviser.

5. Account Security and Passwords

Each Account is personal unless Digititan expressly authorises otherwise. Learners must keep credentials confidential, must not share passwords, and must notify Digititan promptly if they suspect unauthorised access. Digititan may require a password reset or temporarily restrict access where reasonably necessary for security.

6. Academy / Centre Information

Where applicable, Learners may select an Academy/Centre during registration or identify an organisation through an “Other” option. This information may be used for programme administration, learner support, partner management and aggregated performance reporting, subject to the Privacy Notice and applicable law.

7. Course Enrolment and Access

Course availability, prerequisites, duration, enrolment requirements and completion requirements may differ. Access to a Course does not necessarily entitle a Learner to a certificate, external accreditation or employment opportunity. Digititan may update Course content or requirements where reasonably necessary, subject to applicable law. Third-party Partner Courses may have additional terms.

8. Learner Responsibilities and Academic Integrity

Learners must complete assessments honestly and must not cheat, plagiarise, impersonate another person, manipulate results or submit another person's work as their own. Learners must follow deadlines and Course instructions, must not interfere with LMS security, and must not upload unlawful, abusive, discriminatory, defamatory, malicious or otherwise prohibited content.

9. Assessments, Grades and Completion

Digititan may use quizzes, assignments, practical activities, attendance, participation, grades and other learning indicators to determine progress or completion. Course-specific completion rules may apply. Suspected academic misconduct may be investigated and dealt with under applicable policies and law.

10. Certificates and External Certifications

Digititan completion certificates will be issued only when applicable requirements are satisfied. External certification bodies or Partners may determine their own examination, certification, eligibility and issuance rules. Course completion or a certificate does not by itself guarantee employment, promotion, admission or any particular economic outcome.

11. Paid Courses, Payments and Refunds

Certain Courses may require payment before enrolment or continued access. Prices and payment requirements will be displayed or communicated before payment. Payments may be processed by a third-party provider such as PayFast, which may have its own terms. Digititan may maintain a separate Refund & Cancellation Policy. Nothing in these Terms is intended to exclude or limit a consumer right that cannot lawfully be excluded or limited.

12. Intellectual Property and Permitted Use

Unless otherwise stated, Digititan and/or its licensors own or have the necessary rights in the Platform, Digititan branding and Digititan-created learning materials. Learners receive a limited, personal, non-exclusive and non-transferable right to access materials for legitimate educational purposes. Learners must not reproduce, sell, redistribute, publish or commercially exploit materials unless expressly permitted. Third-party materials remain subject to their owners' rights.

13. Acceptable Use and Prohibited Conduct

Users may not obtain unauthorised access, interfere with LMS security, distribute malware or phishing content, circumvent enrolment, payment or assessment controls, or materially disrupt other learners' use of the Platform.

14. Privacy and Personal Information

Digititan will process personal information in accordance with applicable law and the Digititan Privacy Notice. Information may include identity and contact details, username, date of birth, Academy/Centre information, enrolments, progress, assessments, grades, communications and technical/security information. The Privacy Notice should explain purposes, lawful basis, retention, security, disclosures, data-subject rights, service-provider arrangements and any cross-border processing.

15. Communications

Digititan may send transactional and service-related communications needed to operate Accounts and Courses, including account confirmation, password reset, enrolment notices, assessment notifications and important service notices. Marketing communications should comply with applicable law and use appropriate consent or opt-out mechanisms where required.

16. LMS Availability and Technical Changes

Digititan will seek to maintain the Platform, but it may occasionally be unavailable because of maintenance, upgrades, security measures, connectivity issues, third-party service interruptions or events outside reasonable control. Any liability limitations must comply with applicable law.

17. Third-Party Services and Partners

The LMS may integrate with or link to third-party services, payment providers, certification providers and training partners. Such third parties may have their own terms and privacy policies. Digititan does not represent that it controls services it does not operate.

18. Suspension, Restriction or Termination

Digititan may suspend or restrict an Account where reasonably necessary for security, suspected fraud, material breach, academic misconduct, payment issues or compliance with law. Where appropriate, notice and an opportunity to address the issue should be provided, subject to circumstances requiring immediate action. Statutory rights remain unaffected.

19. Complaints and Dispute Resolution

Learners should use the official Digititan contact and complaint process for questions, complaints or disputes relating to the Platform, Courses, payments or learner records. Digititan will handle complaints in accordance with applicable law and its internal procedures.

20. Changes to These Terms

Digititan may update these Terms. Where required by law, learners will be notified of material changes and may be required to accept the updated Terms before continuing to use the Platform. Digititan may retain the accepted Terms version and acceptance date and time where legally and technically appropriate.

21. Governing Law

These Terms are intended to be governed by the laws of the Republic of South Africa, subject to mandatory rights and protections applicable to the Learner.

22. Contact Details

For questions relating to these Terms or the Digititan LMS, learners should use the official contact details published on the Digititan LMS or Digititan corporate website.

23. General Provisions

These Terms, together with any applicable course-specific rules, Privacy Notice, Refund & Cancellation Policy and other policies referred to on the Platform, form the agreement governing use of the Digititan LMS. If any provision is found to be invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

End of Terms & Conditions