

## **Van Thinking - Terms and Conditions of Use**

IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEB SITE, INCLUDING USE THROUGH AN ELECTRONIC AGENT, IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS SITE THE USER AGREES AND IS DEEMED TO HAVE AGREED TO OBSERVE ALL TERMS & CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEB SITE.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS THEN FURTHER USE OF THE WEB SITE IS PROHIBITED.

### **OTHER POLICIES**

### **DEFINITIONS**

“Web site owner” and/or “we” means Van Thinking Professional Skills Development (“Van Thinking”)

“user” means any person accessing any part of the Web site and includes members

“consumer” means any natural person (not a company, CC, trust etc) who enters or intends entering into an electronic transaction with this site as the end-user of the goods or services offered by this site

"this Web site" means [www.vanthinking.com](http://www.vanthinking.com) and all sub pages thereof excluding links to external sites.

### **USE OF THIS SITE**

1. The Van Thinking service is comprised of information and content, which includes but is not limited to free and subscription-based services, advertising services and domestic and international online courses provided by Van Thinking and third parties.
2. Access to certain pages of and information contained on this Web site may be restricted to subscribers.
3. Use of this Web site is strictly at the sole risk of the user.
4. Any and all illegal, unlawful or fraudulent conduct, including click fraud, directed towards this Web site or any of the services offered through it is strictly prohibited.

### **AMENDMENTS TO CONTENT AND INFORMATION**

5. The Web site owner expressly reserves the right in its sole discretion to affect any amendment or alteration to the content and information, including pricing and rates, set out in this Web site.
6. Users acknowledge that it is their responsibility to familiarise themselves with any amendment or alteration affected.

### **OWNER INFORMATION & REQUIRED DISCLOSURES**

7. Please submit any query in respect of these Terms & Conditions or the use of this Web site to us at [policies@vanthinking.com](mailto:policies@vanthinking.com).

### **NO OFFER**

8. Users should regard nothing contained in this Web site as an offer but rather as an invitation to explore the services we provide and make use of them for their own personal benefit and spiritual growth. Those who do not believe that they would benefit from the services we make available are discouraged from participating in any of our paid services after they have evaluated our free services and resources we make available.

#### DISCLAIMERS

9. THIS ENTIRE WEB SITE, INCLUDING TEXT, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED "AS IS" AND "AS AVAILABLE". THE WEB SITE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF EITHER THE WEB SITE OR THE INFORMATION CONTAINED IN IT.

10. The Web site owner, its officers, employees, suppliers, ISPs, partners, affiliates and agents, shall not be liable for any damage, loss or liability, howsoever arising, incurred by users or any other persons and resulting from the use or inability to use this Web site.

11. The Web site owner disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss of any nature, resulting from the use of or inability to use, including but not limited to non-receipt of services, this site in any manner.

12. The Web site owner has no control over third party content and features which can be accessed through the use of this Web site and does not examine or edit such content and features or act as an agent for third parties accessible through this Web site. As such and to the fullest possible extent permissible under law the Web site owner disclaims any liability whatsoever for any loss or damage arising from the use of third party Web sites, contents and features.

#### INDEMNITY

13. USERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE WEB SITE OWNER, ITS OFFICERS, EMPLOYEES, ISPs, SERVANTS, SUBCONTRACTORS, PARTNERS, SUBSIDIARIES AND AFFILIATES FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEYS FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USERS USE OF THIS WEB SITE, THIRD PARTY WEB SITES OR ANY OF THE SERVICES OFFERED THROUGH SUCH SITES IN ANY WAY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CONTENT.

#### NO ADVICE

14. The Web site owner expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria or information set out in this Web site without notice. Accordingly, any information, including all services offered, in this Web site is not intended to provide you with solutions you can implement without evaluation in your own environment. You remain fully responsible for all decisions you make after having utilised any of the services on the Web site.

#### CONSUMER RIGHTS & SECURITY

15. This Web site does not accept online payments, but rather make use of a third party to process online payments. No contract is entered into between a user and the Web site owner merely through the submission of an online form or until such time as verification has been undertaken and payment has been finalised.

16. No cooling-off period applies after the completion of an electronic transaction for the sale of any of our services.

17. Due to the intangible nature of the services we offer, refund is made upon cancellation prior to the start date of the course or other service. Once a user gained access to the material or resources they purchased, no refund is made upon cancellation. Users are encouraged to make use of the free services and resources provided on the Web site before they decide to participate in any of the paid service, so as to evaluate the applicability and suitability of the services to their requirements. Refund arrangements are provided in the Refund Policy.

18. The Web site owner is not registered for VAT and prices reflected on this Web site are therefore the total amount payable to participate in the service.

## SUBSCRIPTIONS

19. The Web site owner offers a range of information subscription services to individuals, groups and organisations, including e-mail subscriptions to various services.

20. The provision of such service is contingent upon full payment or such services being received by the Web site owner. The subscriber agrees and undertakes to pay the stated subscription fees in full prior to participation in any of our services.

21. The limited free subscription offered by the Web site has been made available as an opportunity to allow a user, group or organisation the opportunity to assess the desirability of the services offered.

22. When making application to become a subscriber or participant in any service, users agree that:

- a. they will be irrevocably bound by the terms and conditions applicable to the use of this Web site
- b. they will provide full and accurate information where applicable
- c. it is the user's responsibility to check and update information pertaining to their user account
- d. on registration they will provide a password
- e. registration is for a single user and a subscriber's username and password cannot be shared with any other person
- f. a single username and password cannot be used to allow multiple access to other users over a network.

23. Subscribers and users further undertake not to

- a. impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications
- b. modify, access or make available any data stored on a computer device which has been accessed through the Web site owner's network
- c. make available or upload files that contain software or any other material not owned or licensed to the subscriber

- d. subscribe to our online information services with any information that is not their own. In particular, under no circumstances is anybody allowed to enter an email address of someone else to subscribe to any of our newsletters or other promotional or mailing lists
- e. make use of the Web site to collect, harvest or otherwise obtain personal information relating to other users or subscribers.

24. The Web site owner expressly reserves its rights in respect of any abuse of the free or paid-for subscription services offered through this Web site and will exclude such users from further use without having to refund and may also seek compensation from any party which receives any service to which he, she or it is not entitled or attempts to do so.

25. The granting of a subscription, whether free or paid-for, is entirely within the discretion of the Web site owner and may, without limiting such discretion, be refused where the Web site owner reasonably suspects abuse or where the provisions of these Terms and Conditions of Use are breached.

#### RECEIPT OF DATA MESSAGES

26. Data messages, including e-mail messages, sent by users to the Web site owner shall be deemed to be received only when acknowledged or responded to.

27. A data message sent by the Web site owner to users shall be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

28. The Web site owner reserves the right not to respond to any e-mail or other data message or online data entry which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such e-mail where necessary.

29. Users should be aware that filtering technology employed by ISPs, employers and others may result in the non-delivery of a service subscribed to. Van Thinking makes reasonable efforts to ensure that subscription services are not stopped by filtering technology and will make reasonable attempts to remedy non-delivery where it is notified thereof. If you have not received a service you have subscribed for please notify us ([policies@vanthinking.com](mailto:policies@vanthinking.com)).

#### MONITORING AND INTERCEPTION OF DATA MESSAGES

30. In order to provide a relevant and secure service, and only where required to do so under law, the Web site owner may monitor and/or intercept electronic communications such as e-mail which are sent to this Web site. To the full extent necessary under law the user hereby acknowledges that he or she is aware of such potential monitoring and/or interception and consents thereto.

#### SUBMISSION OF CONTENT

31. Any content received by e-mail or other data message will be assumed to have been submitted for publication free of charge, unless the sender clearly stipulates the contrary.

32. The publication of content, either on-line or off-line, is within the sole and exclusive discretion of the Web site owner.

33. Any unsolicited information or material sent to the Web site owner will be deemed to not be confidential, unless otherwise agreed to in writing by the Web site owner.

34. No obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content may be entered on the Web site. We promote and maintain a professional website and only allow content that according to our discretion upholds that character.

#### UPLOADING OF CONTENT

35. This Web site offers services through which users may submit information, depending on the nature of the specific service. Users are not allowed to upload any harmful or otherwise inappropriate material, but only that which is suitable and in accordance with the nature of the material specified to be uploaded for that service

36. The Web site owner reserves the right, in its sole and absolute discretion, to approve or refuse any submission and submissions will only be posted online once approved.

37. The Web site owner further reserves the right, in its sole and absolute discretion, to remove any submissions on such grounds as it may deem fit.

#### REMOVAL OF CONTENT – NOTICE OF OBJECTION

38. If the Web site owner receives a valid notice of objection relating to any content that is posted on this Web site then the Web site owner, subject to the provisions of this clause, will remove the content as contained on the Web site at the sole discretion of the Web site owner.

39. A valid notice of objection must be emailed or faxed to the Web site owner and include:

- a. full names and address,
- b. written or electronic signature,
- c. identification of the right that has been infringed,
- d. identification of the material or activity that infringes this right,
- e. the remedial action needed,
- f. the telephonic and electronic contact details,
- g. a statement that the complainant is acting in good faith, and
- h. a statement that the information is true and correct.

40. The Web site owner expressly disclaims any liability which may arise as a result of the removal of content pursuant to the receipt of a valid notice of objection.

#### SECURITY

41. While we take all reasonable security precautions, no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this site.

42. The following acts in connection with this Web site are expressly prohibited:

- a. Gaining or attempting to gain unauthorised access to any web page or part of this Web site;
- b. Delivering or attempting to deliver any unauthorised or malicious code or content to this Web site; and/or
- c. Any amendment to or attempt to amend any of the content or any other part of this Web site by unauthorised persons.

43. We will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this Web site or attempts to gain unauthorized access to any page on or part of this Web site.

#### COPYRIGHT AND INTELLECTUAL PROPERTY PROTECTION

44. Copyright in all information, logos, images, source codes and other original material contained in this Web site, which is not attributed to a third party, is held by or licensed to the Web site owner. The Web site owner asserts and reserves all its rights, including moral rights, in this regard. No right, title or interest in any proprietary material or information contained in this Web site is granted to users other than set out above.

45. The Web site owner grants to users a personal, non-exclusive, non-assignable and non-transferable license to view, copy, download to a local drive, print and display relevant content and information on any machine of which the user is the primary user provided that such use:

- a. Is for information purposes only;
- b. Is for non-commercial purposes or within a non-commercial Web site;
- c. Is for personal use only and not to minister or train to others;
- d. Any reproduction must acknowledge this Web site as the source of the information in a proper copyright notice.

46. Users are requested to note that intellectual property rights in certain material and/or information contained on this Web site may vest in a third party other than the Web site owner and that the user is under a legal duty to respect such rights.

#### PRIVACY AND CONFIDENTIALITY OF COMMUNICATIONS

47. Further information regarding the manner in which we respect the privacy of users' personal information is contained in our Site and Privacy Policy, which form part of these Terms and Conditions of Use. Please review that policy as well.

48. The User's attention is drawn to the fact that information transmitted via the Internet, including e-mail, is susceptible to monitoring and interception. The User is therefore discouraged from transmitting to the Web site or Web site owner any information that may be confidential, proprietary, or sensitive. The User shall bear all risk of transmitting such information in this manner and under no circumstances will the Web site owner be liable for any loss, harm, or damage suffered by the User as a result thereof.

49. Any unsolicited information or material sent to the Web site or Web site owner will be deemed not to be confidential, unless otherwise agreed in writing by the Web site owner.

## ADVERTISING AND SPONSORSHIP

50. This Web site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this Web site complies with all applicable laws and regulations, and also maintain the Christian nature of the Web site.

51. The Web site owner accordingly excludes, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## AUTOMATED SEARCHING

52. Automated transactions and searches are subject to these terms and conditions.

53. The use of malicious search technology is prohibited.

54. The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.

55. Search technology which does not unduly retard the operation of this Web site is acceptable but the Web site owner reserves the right to prohibit any specific entity from employing search technology on the Web site.

## HYPERLINKS, DEEP LINKS, FRAMING AND WEB CRAWLERS

56. Permission to link to this Web site is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Web site at any time and for any reason.

57. The express permission in writing of the Web site owner, which may be subject to conditions, is required before this site, any of its pages and/or any of the information contained on the site is framed. Requests for permission can be submitted by e-mailing [policies@vanthinking.com](mailto:policies@vanthinking.com).

58. While the use of web crawlers and search software is permitted on this site, the Web site owner reserves the right to restrict the use of web crawlers in whole or in part as it sees fit. You may not save the whole or any part of the source code of the Web site nor may a person use any technology or application that extracts the source code of the Web site and saves this information.

59. The use of electronic agents to harvest personal information from the Web site owner is strictly prohibited.

## TERMINATION OF THIS AGREEMENT

60. The Web site owner reserves the right, in its sole and absolute discretion and without prior notification, to terminate the provision of this Web site and/or to terminate the access rights of any user where, for example and without limitation:

- a. The Web site owner regards the action or inaction of a user to constitute a breach of these terms and conditions.
- b. The Web site owner regards the action or inaction of a user to constitute abuse of the services offered through this Web site.

- c. Events beyond the reasonable control of the Web site owner, including technical failures, prevent the continuing provision of the Web site.
- d. The privacy of other users has been compromised by the activities of the user to be excluded.

#### DISPUTE RESOLUTION

- 61. The language used during the dispute resolution process will be English.
- 62. Any disputes regarding payments or refunds will be handled via 2Checkout.com, making use of their services and facilities.
- 63. Any disagreements about the content of the service are not deemed to be a dispute, since participation in the services of the site is voluntary. We make available free services with the purpose to allow people to evaluate whether or not they want to participate in our paid-for services prior to them having to make any purchases.
- 64. Please note that, due to legal and other developments, we may be required to amend these Terms and Conditions of Use from time to time. Please refer to the last revision date at the foot of this page.
- 65. We will attempt to give notice of any amendments, but reserve the right to effect binding amendments, additions or deletions without notice.

#### ENFORCEABILITY OF THIS AGREEMENT & WAIVERS

- 66. Users may not cede, sub-license or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained through the use of this site.
- 67. Any failure by the Web site owner to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- 68. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not effect the application or enforceability of the remainder of this Agreement.
- 69. These Terms of Use contain the record of the entire agreement between the user and the Web site owner, together with the supplementary Refunds Policy and Site and Privacy Policy.
- 70. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.

#### DATE OF LAST REVIEW

10 January 2008