

Important: Please read the below terms of service. By proceeding past this page you agree and are bound to the terms of service.

This information should be researched prior to purchase. ELITE is not held responsible for purchases made without prior knowledge resulting in tempted return or exchange. As stated in our Refund Policy and Terms of Use Agreement, "ALL SALES ARE FINAL" for all purchases made from ELITE, under all circumstances.

The information contained herein is the sole property of Elite Esthetics Academy except where credited. There is no permission granted, either expressed or implied to use any information provided here either in whole or part.

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ELITE ESTHETICS ACADEMY ONLINE TERMS OF SERVICE

Last Updated: May 22, 2020

These terms of use (the "Terms") apply to your access to and use of the website <<https://online.BioteksaAcademy.co.za/>> and any content, material, and services provided through our website (collectively, the "Service"), owned and operated by ELITE ESTHETICS. operating as ELITE ESTHETICS ACADEMY("ELITE BEAUTY", "Biotek South Africa" "we", "us", "our").

By accessing and using the Service, you accept and agree to be bound by these Terms, and all applicable laws.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

If you are not willing to be bound by these Terms, you may not use, and must immediately cease accessing, the Service.

SECTION 1 - SERVICE USE

1.1 Updates to Terms

We reserve the right to amend these Terms at any time, but we will use reasonable efforts to publish each amendment (and to the extent you have provided us with an email address we will email the amendment to you) before it becomes effective. We will ensure that the latest, fully-amended version of these Terms are available through our service. If you do not agree to any amendment, you may terminate your agreement to these Terms

by ceasing use of our Service.

1.2 Eligibility

The Service is intended solely for users who are at least 18 years of age (or the age of majority in your jurisdiction) or older, and any registration, access to or use of the Service by anyone under such age is unauthorized, unlicensed, and in violation of these Terms.

Additionally, through our Service we may make available, from time to time in our sole discretion, courses on permanent cosmetics, paramedical tattoos, advanced skin care, and marketing ("Courses" and each a "Course"). Our Courses are intended only for users who have had previous hands on-training for the equipment used in a Course. Courses are intended to enhance the knowledge you already have - OUR COURSES DO NOT, AND ARE NOT INTENDED TO, REPLACE HANDS -ON TRAINING.

Any access to or use of the Service (which for greater certainty includes but is not limited to the Courses), by anyone that does not meet the applicable requirements is unauthorized, unlicensed, and in violation of these Terms. We may, in our sole discretion, terminate your Account and prohibit you from accessing or using the Service (or any portion thereof), with or without notice, if we have any reason to believe that you do not meet the eligibility requirements.

1.3 Privacy

You acknowledge that you have read our Privacy Policy, as it may be updated from time to time, (the "Privacy Policy"), and consent to the collection, use and disclosure of your personal information (whether previously collected or to be collected) for the purposes identified in these Terms or in our Privacy Policy.

SECTION 2- YOUR ACCOUNT

2.1 User Accounts

Your use of the Service may require an account identifying you as a user (an "Account"). YOU ARE SOLELY RESPONSIBLE FOR YOUR ACCOUNT, including but not limited to the maintenance, confidentiality and security of your Account, all passwords related to your Account, and any and all activities that occur under your Account, including all activities of any person who gains access to your account, with or without your permission.

You may create a password and account identification to enable you to access and use certain portions of the Service. Each time you use a password or identification, you will be deemed to be authorized to access and use the Service in a manner consistent with these Terms and we have no obligation to investigate the authorization or source of any such access or use of the Service.

You must not register for an Account on behalf of any individual other than yourself, or register for an account on behalf of any group or non-individual entity unless you are duly authorized to do so by such group or entity.

When you create an Account, you will be asked to provide certain information. You agree to provide true, current, accurate and complete information as requested by us from time to time and you agree to promptly notify us of any changes to this information

as required to keep such information held by us current, complete, and accurate.

2.2 Security Breach, Unauthorized Use, Etc.

You agree to immediately notify us of: any unauthorized use of your Account, any service provided through your Account, or any password related to your Account, and any other breach of security with respect to your Account or any service provided through it. You agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account.

SECTION 3- E-COMMERCE

3.1 Online Courses

We may change what Courses are available through our Service from time to time without notification and at our sole discretion. When you purchase a Course from us under these Terms, you have certain legal rights. The law gives you certain legal rights including that the products are of satisfactory quality, as described, and fit for their purpose. Nothing in these Terms affects these legal rights.

(a)Eligibility – YOU MAY NOT PURCHASE A COURSE UNLESS YOU MEET THE ELIGIBILITY REQUIREMENTS IN SECTION 1.2.

(b)Customer Acknowledgement – You acknowledge and agree that Courses are not intended to replace in-person, hands-on training on any of the equipment or techniques used in the Courses. RELIANCE ON ANY INFORMATION PROVIDED ON OUR THROUGH OUR COURSES OR OTHERWISE ON OUR SERVICE IS SOLELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, ABILITY OR THE EFFICACY, ACCURACY, COMPLETENESS, TIMELINESS OR RELEVANCE OF THE INFORMATION, ADVICE OR SERVICES PROVIDED THROUGH OUR COURSES OR OTHERWISE ON OUR SERVICE. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH REGULATORY AND LOCAL REQUIREMENTS FOR MALPRACTICE AND LIABILITY INSURANCE.

(c)Disclaimer – Information provided through the Service is for general educational information purposes only. It does not constitute, and is not intended to be a substitute for, hands-on or in-person training on the equipment used in the courses.

3.2 Pricing, Orders, and Payment

(a)Pricing. Listed prices do not include applicable sales taxes, which will be calculated upon checkout and added to the total cost of your order. Pricing for Courses may change without notification, but such changes will not affect any Courses you have already purchased.

(b)Payment Processing – We, or our third party service providers, may make available to you various payment processing methods to facilitate the purchase of Courses (for example, we use PayPal to process payments through our Service). Please be aware that by making a payment through our Service, you will also be subject to any applicable policies and terms of that third party payment provider.

We may add or remove payment processing methods at our sole discretion and without notice to you. You agree to pay for any Courses that you order and that we may charge your credit card or other form of payment that you indicate for any Courses ordered.

(c)Forms of Payment – We accept the forms of payment available through our third party payment provider, such as credit cards, debit cards, and PayPal account balances (please note that our third party payment provider may change the available forms of payment at any time without notice to you). Please be aware that your use of any of these payment methods will also be subject to any applicable terms and conditions and policies of the applicable third party payment provider

We reserve the right to request additional information from you to verify your payment. We may also add or remove acceptable forms of payment at our sole discretion and without notice to you.

(d)Accuracy of Information You Provide – We rely on the information that you provide through the Service, including name, contact information, and billing information. You agree to provide current, complete and accurate purchase and account information for all purchases made through our Service, and to promptly update such information if it changes. Please ensure that you take enough time to read and check your order before submitting it to us. If you need to correct any errors you can do so before submitting it to us. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration information and payment information within 30 days of any change.

(e)Orders – Upon completion of your order and successful payment, a legally binding contract is created between us and you, and we will send you a receipt (a “Confirmation Email”) to the email address that you have provided us, containing the following information:

- your information, as provided to us by you when making the order,
- our businesses information,
- the cost and currency of the Course(s) you have purchased, including tax or any additional charges,
- a detailed description of the Course(s), including any relevant technical or system specifications,
- the delivery arrangements,
- the refund policy, if any, and
- the delivery date.

(f)Delivery - The estimated date for delivery of a Course will be set out in the Confirmation E-mail. If something happens which is outside of our control and which affects the estimated date of delivery, we will let you have a revised estimated date for delivery of the Course(s).

(g)Security – We will do all that we reasonably can to ensure that all of the information which you provide to us when paying for the Courses is secure by using an encrypted secure payment mechanism but in the absence of negligence on our part we will not be liable for any loss that you may suffer if a third party gains unauthorized access to any information that you provide to us.

3.3 Refund Policy

OUR COURSES ARE NON-REFUNDABLE.

If you have a problem with your order, please contact us as soon as possible, and we will assess each case on its own merits.

3.4 Chargebacks

If you falsely, fraudulently, or otherwise dishonestly dispute the payment for a Course you have ordered from us, to the extent the a chargeback is fully or partially issued against us, you agree to indemnify us for the full amount of payment of the chargeback, plus any associated fees, fines, expenses or penalties (including those assessed by our payment processor or the financial institutions handling the transaction).

SECTION 4 – OWNERSHIP OF CONTENT

4.1 Our Content

In these Terms, “Content” means all materials and content, including designs, editorial, text, graphics, audio visual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work available through our Service.

Except where expressly stated otherwise, all right, title and interest in and to the Service and all Content, source code, processes, designs, technologies, URLs, domain names, marks and logos forming any part of the Service (collectively, “Our Content”) is fully vested in us, our licensors or our suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. You agree that Our Content is licensed subject to these Terms, including the disclaimers and limitations of liability herein. Nothing in your use of the Service or these Terms grants you any right, title or interest in or to Our Content except the limited right to use the Service as set out herein.

The Service and all Content (unless otherwise set out herein) is owned and copyrighted by us and/or our licensors, and is licensed to you in accordance with these Terms only. The trademarks, logos, and service marks displayed on or through the Service are the property (whether registered or unregistered) of us. You are not permitted to use trademarks, logos and service marks for any purpose. Except as expressly indicated on the website, no endorsement, sponsorship, affiliation or other authorization is implied by any use of third party trademarks.

4.2 Third Party Content

Content accessed or available through the Service or the Internet may be owned by parties other than you or us (collectively, “Third Party Content”) and may be protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Service or these Terms grants you any right, title or interest in or to this Third Party Content except for the limited right to use the Service as set out herein.

4.3 Your Content

All right, title and interest in and to comments, ideas, suggestions and impressions of the Service (including, for greater certainty, our Courses) given by you to us (collectively, the “Feedback”) is and shall be deemed to be our property and, by submitting Feedback to us you assign to us all right, title and interest to such Feedback.

4.4 Use of our Service

Subject to these Terms, we grant you permission to access the Service as a personal, non-exclusive, non-transferable, limited license to use the Service for transitory, non-commercial purposes. Without limiting the generality of anything else in these Terms, you must only use the Service for lawful purposes, and if at any time you become aware of any violation, by any person or entity under your control, of any part of these Terms, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation

You may not, directly or indirectly, do or permit any of the following:

- modify, copy, reproduce or create derivative works of any Content, unless we have expressly authorized you to do so,
- use the Content for any commercial purpose,
- distribute, transmit, publicly display or publish the Content (for any commercial or non-commercial purpose),
- create derivative works from, transfer, or sell any Content,
- attempt to decompile or reverse engineer any software or database contained in or accessed through the Service, or
- remove any copyright or other proprietary notations,
- scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems,
- forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Service,
- impersonate or falsely represent your association with any person, including a representative of us,
- disrupt or threaten the integrity, operation or security of any service, computer or any Internet system,
- disable or circumvent any access control or related process or procedure established with respect to the Service,
- sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal, personal, non-commercial purposes), any portion of, use of or access to, the Service, except where expressly authorized by us, and harvest, scrape, extract, gather, collect, or store personal information about others without their express consent, or harvest, scrape, or use any robot, spider, crawler, script or other automated means or interface not provided by us to access the Service or to extract data, collect information or otherwise interact with the Service, without our prior, written consent.

All rights not expressly granted to you are reserved by us and, if applicable, our licensors. We may, in our sole discretion, suspend, restrict or terminate your use of the Service, including your Account, effective at any time, without notice to you, for any reason, including if the operation or efficiency of the Service or our or any third party's equipment or network is impaired by your use of the Service, we have received a third party complaint which relates to your use or misuse of the Service, or you have been or are in breach of any term or condition of this Agreement.

4.5 Complaints

If you believe that any Content on the Service infringes upon any copyright or other intellectual property right that you own or control, you may send a written notification of

such hello@elitepmu.co.za
attn: Designated Agent

4.6 Infringer and Repeat Infringer Policy

We have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users who are deemed to be repeat infringers of intellectual property. We may also, at our sole discretion, limit access to the Service or terminate the Account of any user who infringes any intellectual property rights of us or others, whether or not there is any repeat infringement.

SECTION 5- DISCLAIMERS, LIMITS OF LIABILITY AND INDEMNITIES

5.1 Responsibility for Content

You acknowledge and agree that you are exclusively responsible for determining the accuracy, suitability, harmfulness or legality of any Content, information or material received, transmitted or sent by you using the Service.

5.2 Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT ALL USE OF THE SERVICE PROVIDED BY US IS AT YOUR OWN RISK. THE SERVICE (WHICH FOR GREATER CERTAINTY INCLUDES ALL COURSES) PROVIDED UNDER THESE TERMS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS (UNLESS OTHERWISE SET OUT HEREIN), and we do not guarantee, represent or warrant that the Service will be error free or that the Content will be free of errors or omissions.

Except as otherwise set out in these Terms, we make no conditions, warranties or representations about the suitability, reliability, usability, security, quality, capacity, performance, availability, timeliness or accuracy of the Service. We expressly disclaim all conditions, warranties and representations, express, implied or statutory, including implied conditions or warranties of merchantability, fitness for a particular purpose, durability, title and non-infringement, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever.

Additionally, your use of the Service depends on the Internet, including networks, cabling, facilities and equipment that is not in our control; accordingly

(a) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and

(b) data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.

5.3 Limited Liability

(a) Notwithstanding any other provision of these Terms in no event will we, our affiliates, or our controlling parties, agents employees, directors, officers, suppliers, licensors, resellers or distributors (collectively in these disclaimers and limitations, "we" or "us") be liable for any direct, indirect, special, incidental, contingent, consequential or punitive damages, or any other damages or losses whatsoever, including but not limited to damages for loss of profits, goodwill, opportunity, earnings, use or data, bodily injury, or emotional distress arising directly or indirectly from or related to these Terms, the Courses or the Service, or any Content or software in connection therewith, regardless of the cause of action

(whether in tort, contract, or otherwise) and even if one or more of us have been advised of the possibility of such damages or losses, or if such damages or losses would be reasonably foreseeable, including damages or losses arising from or in any way related to the following:

your reliance on any information contained in a Course or Courses (ANYONE RELYING ON SUCH INFORMATION DOES SO AT THEIR OWN RISK),

- sending, receiving, not sending, not receiving, loss, deletion or alteration of any transmissions, data or transactions entered into through or using the Service,
- any suspension, curtailment, restriction, termination or other limitation placed on your use of the Service, or your Account,
- any act or omission of you or any third party, including any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including intellectual property rights,
- any loss or damage to Your Content or other data arising directly or indirectly from your use or non-use of the Service or related components,
- the performance of the Internet or the Service,
- the content or accuracy of any material, information or data (including any software) related to these Terms or viewed, downloaded, accessed or transmitted using, over or through the Internet or the Service, including material that infringes the rights of others or otherwise violates laws or regulations, and
- delays, errors, interruptions, mistakes, omissions, non-delivery, incorrect delivery, viruses, Trojan horses, spyware, spam or defects in the transmission of any information, material or data over or through our systems or networks or the systems or networks of third parties.

(b)Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such prohibitions prohibit any exclusions and limitations in these Terms, such exclusions and limitations will not apply to you strictly to the extent necessary to make these Terms consistent with such prohibitions. To the extent that we are found liable pursuant to this section 5.3

(b), our liability will be limited to an amount that is the greater of (a) R250.00, and (b) the minimum amount permitted under applicable law.

5.4 Indemnity by You

You agree to indemnify and hold us harmless from all liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any such action, or to satisfy a judgment, and expenses of any kind and character whatsoever incurred by us relating to or arising from:

- (a)access to or use, by you or permitted by you, of the Service or your Account,
- (b)any of your acts or omissions, including breach or non-performance of these Terms and any violation of any third party rights, and
- (c)any third party claims as a result of your reliance on any information made available to you through a Course.

SECTION 6 - GENERAL PROVISIONS

6.1 General Provisions

(a)Governing Law and Jurisdiction – These Terms and the rights of the parties hereto are governed by, and will at all times be construed in accordance with, the laws in force in South Africa applicable therein, without reference to its conflict of laws principles. You hereby irrevocably consent to the jurisdiction of the courts of South Africa in connection with any matter arising out of or in connection with these Terms.

(b)Interpretation – In these Terms, (i) the word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected, (ii) all references to website addresses or URLs also includes any successor or replacement websites containing substantially similar information as the referenced website(s), and (iii) monetary amounts expressed are in South African Rand (ZAR).

(c)Waiver of Rights and Remedies – Our failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of these Terms. Our rights, powers and remedies in these Terms, including without limitation the right to suspend, restrict or terminate your access to any portion of the Service, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity.

(d)Severability - If any provision of these Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

(e)Notifications – Subject to our Privacy Policy, we may provide you with notifications via email, in hard copy, through your Account, or through conspicuous posting of such notice on the Website or otherwise through the Service, as we may determine in our sole discretion.

(f)Assignment and Inurement –You may not assign these Terms without our prior, written consent. These Terms will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.

(g)Survival – All provisions that, by their meaning or nature, are intended to survive termination or expiry of these Terms shall survive termination or expiration of these Terms.

(h)Entire Agreement – These Terms, as amended from time to time, including any and all documents and policies referenced herein, constitutes the entire agreement between us and you with respect to the matters referred to in these Terms.

(i)Language – These Terms are only available in English. No other languages will apply to these Terms.

6.2 Questions and Concerns

If you have any questions or concerns about these Terms, please contact us by email at hello@elitepmu.co.za

