

# Avril Fortuin Training Services Pty Ltd

## Terms of Service and Conditions ("Terms")

Last updated: 30 May 2018

Please read these Terms of Service carefully before using the <https://akwaabamobilelearning.com> and [lms.akwaabamobilelearning.com](https://lms.akwaabamobilelearning.com) website operated by Avril Fortuin Training Services Pty Ltd.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

Avril Fortuin Training Services Pty Ltd reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Your continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://akwaabamobilelearning.com> and [lms.akwaabamobilelearning.com](https://lms.akwaabamobilelearning.com).

Violation of any of the terms below will result in the termination of your Account. While Avril Fortuin Training Services Pty Ltd prohibits certain conduct and content on the Service, you understand and agree Avril Fortuin Training Services Pty Ltd cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk. Please read our Privacy Policy.

These Terms of Service include:

- Your agreement that the Service is provided "as is" and without warranty.
- Your agreement that the Company has no liability regarding the Service.
- Your consent to release the Company from liability based on claims between Users and generally.
- Your agreement to indemnify the Company from claims due to your use or inability to use the Service or content submitted from your account to the Service.

### **I. Account Terms**

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the registration or subscription process.

4. Your login may only be used by **one person** – a single login shared by multiple people is not permitted.
5. You are responsible for maintaining the security of your account and password. Avril Fortuin Training Services Pty Ltd cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all content posted and activity that occurs under your account.
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

## II. Payment

Payment for courses are in advance and pay-as you go

1. A valid credit card is required for paying accounts.
2. You may cancel your paying account at any time.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
4. For any course changes where the price is higher, the credit card that you provided will automatically be charged for the new course.
5. Canceling your Service may cause the loss of Content, features, or capacity of your Account. Avril Fortuin Training Services Pty Ltd does not accept any liability for such loss.

## III. Subscriptions

You may cancel your subscription at any time. You will not be charged again and your account will be closed at the end of your current monthly or annual payment period.

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a monthly or annual basis. **There will be no refunds or credits for partial months or years of service or refunds for time unused with an open account.** The only exception to the refund policy is: a renewed subscription payment may be refunded if a request for refund has been received in writing within 72 hours of the renewal date.

## IV. Request and Refund Policy

The course is paid for in **advance and** set-up on a **pay-as-you-go**.

**So what if you:**

1. Choose the wrong course once, for example you registered Course X, but you wanted Course Z. Send us an [impactpreneur@avrilfortuin.com](mailto:impactpreneur@avrilfortuin.com) with this

heading **CHANGE SELECTION** within 1 hour of registering and we will make the change you request within 48 hours.

2. Don't meet the course deadline to complete and you need a little bit more time. We all know how crazy and hectic life can be and how fast the months pass. You can make a request for extra time. Send us an [impactpreneur@avrilfortuin.com](mailto:impactpreneur@avrilfortuin.com) with this heading **REQUEST ONE WEEK EXTENTION**. We will extend the time within 48 hours.
3. We welcome your feedback and want to make this course as valuable as possible. We are realistic that everything does not meet people's expectations. If you are unhappy for any reason about the course, then contact me at [impactpreneur@avrilfortuin.com](mailto:impactpreneur@avrilfortuin.com).

Avril Fortuin Training Services Pty Ltd maintain the right to review every request on a case-by case basis. It is your responsibility to ensure that we have received your email. Follow-up will be good to check if indeed we received your email.

## **V. Cancellation and Termination**

1. Avril Fortuin Training Services Pty Ltd, in its sole discretion, may terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Avril Fortuin Training Services Pty Ltd reserves the right to refuse service to anyone for any reason at any time.
2. **You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking on the Account link in the global navigation bar at the top of the screen. The Account screen provides a simple no questions asked cancellation link.**
3. All of your personal Content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.
4. If you have posted to the Forums, your content will not be removed unless requested in writing to [impactpreneur@avrilfortuin.com](mailto:impactpreneur@avrilfortuin.com)
5. If you cancel the Service before the completion of the course (s) then your cancellation will take effect immediately.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **VI. Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Avril Fortuin Training Services Pty Ltd. Avril Fortuin Training Services Pty Ltd. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Avril Fortuin Training Services Pty Ltd. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. Please read our Privacy Policy.

## **VII. Changes and Modifications to Service and Prices**

Avril Fortuin Training Services Pty Ltd reserves the right, at our sole discretion, to modify or replace these Terms at any time and from time to time with or without prior notice. If a revision is material we will try to provide reasonable notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Prices of all Services, including but not limited to courses fees and monthly subscription plan fees to the Service, are subject to change upon 30 days' notice from us. Such notice may be provided at any time by posting the changes to the [akwaabamobilelearning.com](http://akwaabamobilelearning.com) and [lms.akwaabamobilelearning.com](http://lms.akwaabamobilelearning.com) sites, or the Service itself.

Avril Fortuin Training Services Pty Ltd shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **VIII. Copyright**

1. All content posted on the Service is must comply with the International, South African and U.S. copyright law.
2. The look and feel of the Service is copyright©2018 Avril Fortuin Training Services Pty Ltd All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Avril Fortuin Training Services Pty Ltd.
3. You may not duplicate, copy, or reuse any portion content and information, including but not limited to text, software, music, sound, photographs, graphics, video or other material (also known as "Content").

## **IX. Content Ownership**

1. Avril Fortuin Training Services Pty Ltd's Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content").
2. Avril Fortuin Training Services Pty Ltd claim no intellectual property rights over the material you provide to the Service. Your profile and any materials uploaded remain yours.

3. Akwaabamobilelearning.com and lms.akwaabamobilelearning.com does not pre-screen Content, but Avril Fortuin Training Services Pty Ltd have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
4. You acknowledge and agree that all content and information, including but not limited to text, software, music, sound, photographs, graphics, video or other material (also known as "Content") provided on the Website or through the Services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.
5. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and except as expressly permitted herein, shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

## **X. Warranty Disclaimer and Limitation of Liability**

1. Avril Fortuin Training Services Pty Ltd has no special relationship with or fiduciary duty to you. You acknowledge that Avril Fortuin Training Services Pty Ltd has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Avril Fortuin Training Services Pty Ltd from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate.
2. The services, content, website and any software are provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the services will be uninterrupted or error-free. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

In no event shall company or its suppliers, or their respective officers, directors, employees, or agents be liable with respect to the website or the services or the subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory (i) for any amount in the aggregate in excess of the greater of the fees paid by you for the services purchased through the website during the six-month period preceding the applicable claim; (ii) for any special, indirect, incidental, punitive, or consequential damages of any kind whatsoever; (iii) for data loss or cost of procurement of substitute goods or services; or (iv) for any matter beyond company's reasonable control. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

## **XI. General Conditions**

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Technical support is only provided to paying account holders and is only available via email or our online support interface.
3. You understand that Avril Fortuin Training Services Pty Ltd uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Avril Fortuin Training Services Pty Ltd or any other Avril Fortuin Training Services Pty Ltd service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Avril Fortuin Training Services Pty Ltd.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Avril Fortuin Training Services Pty Ltd customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
10. You must not transmit any worms or viruses or any code of a destructive nature.
11. If your bandwidth usage exceeds 200 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by Avril Fortuin Training Services Pty Ltd.) of other Avril Fortuin Training Services Pty Ltd customers, we reserve the right to immediately disable your account or throttle your bandwidth until you can reduce your bandwidth consumption.
12. Avril Fortuin Training Services Pty Ltd does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
13. You expressly understand and agree that Avril Fortuin Training Services Pty Ltd shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Avril Fortuin Training Services Pty Ltd. has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your

transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

14. The failure of Avril Fortuin Training Services Pty Ltd to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Avril Fortuin Training Services Pty Ltd and govern your use of the Service, superceding any prior agreements between you and Avril Fortuin Training Services Pty Ltd. (including, but not limited to, any prior versions of the Terms of Service).

If you have any questions about this Terms of Service and Conditions, please contact us at [impactpreneur@avrilfortuin.com](mailto:impactpreneur@avrilfortuin.com) or via our [contact form](#).

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