

Terms of service

Important notice

Please read our terms of service carefully. Some of these terms contain specific provisions to limit the liability of eCPD, allocate risk or liability to you or constitute an acknowledgement of certain facts provided by you. Moreover, some terms limit your ability to recover losses under certain circumstances. Such terms are in bold typeface.

1. General information

As required in terms of the Electronic Communications and Transactions Act, 25 of 2002, we provide the following information:

1.1 We are a private company incorporated in accordance with the laws of the Republic of South Africa. The full name of the company is African Online Scientific Information Systems (Pty) Ltd, Reg No: 2002/002017/07, (abbreviated name “AOSIS” and trading as “eCPD”).

1.2 Our postal address is Postnet Suite 110, Private Bag X19, Durbanville, 7551, Cape Town, South Africa and our physical address is AOSIS House, 15 Oxford Street, Durbanville, Cape Town, 7550, where we will receive legal service of documents.

1.3 Our telephone number is 0861 000 381, our website address is www.aosis.co.za our email address is info@aosis.co.za and our facsimile number is 0865 004 974.

1.4 Our chief executive officer is Dr Pierre JT de Villiers and our public officer is Cecile de Villiers and they can be contacted at any of the contact details of eCPD detailed above.

1.5 Our VAT registration number is 4470199177.

2. Definitions

In these terms:

2.1 “Board of Editors/Editors” means the persons appointed by AOSIS to be responsible for the selection and preparation of CPD Activities for eCPD;

2.2 “CEUs” means continuing education units being the educational value attached to a CPD Activity;

2.3 “CPD Activity” means a learning activity for CPD for which CEUs are obtained;

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2.4 “CPD Certificate” means a certificate issued by eCPD to signify successful completion of a CPD Activity;

2.5 “CPD” means continuing professional development to be undertaken by health professionals registered in terms of the Health Act or any other legislation pertaining to health professions and as required by a Professional Registration Body;

2.6 “Health Act” means the Health Professions Act, 56 of 1974, as amended;

2.7 “HPCSA” means the Health Professions Council of South Africa;

2.8 “Professional Registration Body” means any statutory body (such as the HPCSA) responsible for the registration of persons who are health professionals, to enable them to practice their professions;

2.9 “Services” means the services that are provided to health professionals by us that entails the following:

2.9.1 to provide and facilitate completion of CPD Activities through access to scientific resources on the Internet and the eCPD website by means of which health professionals may earn CEUs;

2.9.2 to certify CPD Activities by means of online assessments;

2.9.3 to issue the health professional that enrolled for a CPD Activity with a CPD certificate once the activity has been completed successfully;

2.10 “Terms” means the terms and conditions set out herein;

2.11 “We”, “us” and “our” means Africa Online Scientific Information Systems (Pty) Ltd trading as eCPD®.

3. Introduction

3.1 eCPD provides CPD Services to the health professions of South Africa, and Professional Registration Bodies make the rules that determine conditions relating to CPD to be undertaken by registered health professionals as a means for maintaining and updating professional competence and who are required to complete a series of accredited continuing education activities each year and to accumulate CEUs in the process.

3.2 eCPD will always strive to maintain accreditation of its CPD Service with Professional Registration Bodies, where applicable, and will display its accreditation status on the eCPD website.

3.3 All CPD Activities that are offered by eCPD are listed on the eCPD website. Each CPD Activity consists of a set of learning objectives, a recommended learning source accessible through the Internet and an on-line assessment.

3.4 The health professional that wishes to make use of our Services has to pay our fee, in which case credits or a membership will be allocated by us. Such credits/membership can be used to complete one or more CPD Activities of his/her choice depending on the number of credits allocated. This excludes Partner Courses which will be clearly marked.

3.5 The health professional that wishes to make use of our Services for the Partner Courses has to pay the fee clearly indicated as the price of the course.

3.6 There following service fee might apply:

- 3.6.1 Pay by Credits for selected CPD course enrolment
- 3.6.2 Pay by membership for selected CPD course enrolment
- 3.6.3 Pay per course for Partner Course enrolment.

3.7 Upon successful completion of a CPD Activity the health professional will be offered the choice of obtaining a CPD Certificate.

4. Terms of agreement

4.1 These Terms govern the contractual relationship between us and the health professional that enrolled for a CPD Activity and to whom the Services will be rendered. A legally binding contract will be formed between us and the health professional upon our sending a confirmation notice confirming our acceptance of the submission of a user registration form and/or receipt of payment of the appropriate fee for the provision of the Services. If you (being the health professional that submitted a user registration form and/or paid the appropriate fee) do not receive a confirmation notice after submitting the user registration form and payment of our fee, you should immediately contact our administration department that is located at the offices of eCPD detailed in clause 1 above. We reserve the right, without notice and in our sole and absolute discretion, to make changes to these Terms. It is your responsibility to review the Terms prior to making use of the eCPD website. If you continue to use the eCPD website after our amended Terms have been posted, it will constitute a deemed acceptance of such amended terms.

4.2 These Terms, including all disclaimers set forth herein, shall also inure to the benefit of Board of Editors and their agents, and the contributors to eCPD, as third party beneficiaries hereto, to the same extent that these Terms inure to the benefit of eCPD.

5. Service and service fees

5.1 Each CPD Activity is allocated a number of CEU's that has been determined by eCPD in its sole discretion.

5.2 Our fee for the rendering of the Services shall be:

- 5.2.1 equal to the number of credits allocated to you that appears on our website under "Pricing policy". This value fluctuates with reference to the number of credits allocated;
- 5.2.2 An annual membership fee that grants you access to CPD courses (excluding Partner Courses);
- 5.2.3 A fee per course that grants you access to Partner Courses.

5.3 Our fee shall deem to have been earned on the date upon which we have sent a confirmation notice in terms of clause 4.1 above.

5.3.1 Each credit purchased shall remain valid for a maximum period of three (3) years or on successful enrolment in any CPD Activity(excluding Partner Courses) or once all credits have been used, whichever occurs first. You are fully entitled to use the credits purchased to complete any CPD Activity(excluding Partner Courses) within a period that you may decide upon and, depending on your circumstances, provided that the three (3) year threshold must not be exceeded.

5.3.2 Each membership purchased shall remain valid for a period of one (1) calendar year. Memberships cannot be frozen or be transferred from one individual to another. Upon termination of the annual membership you will be unenrolled from any course which you have not yet completed and obtained a pass mark.

5.3.3 Each Partner Course purchased shall remain valid for a maximum period of three (3) years or until the course expiry date, whichever occurs first.

5.4 No refund of the fees paid will be given by eCPD if you decide to or should be prevented for any reason from making use of our Services to the full extent or to use your credits to complete any CPD Activity successfully or should the accreditation of our Service with any applicable Professional Registering Body terminate for any reason whatsoever.

5.5 You are solely responsible for any and all telephone usage and rental fees and/or Internet access service fees that may apply to your use of the eCPD website, the Internet as well as the Services offered. eCPD has no control over the source documents that appear on the Internet as they are the sole property of the website proprietor. It is accordingly possible that documents are moved to a different website address or removed from the Internet or may only become accessible after payment. We should be notified if this happens where after we will endeavour to take corrective action.

6. Editorial control and content

6.1 The eCPD site may contain information on a vast number of products, ranging from medicines, books and other publications to medical equipment. eCPD cannot screen or filter the information on all such products and **does not accept liability for defamatory content in any of the products or services accessible through the eCPD site.** eCPD encourage our users to report any infringing, illegal or defamatory content found in any products available from the eCPD site in order to investigate whether such a product(s) should be removed.

6.2 All scientific material published on or links provided by eCPD undergoes review by the Board of Editors to ensure fair balance, objectivity, independence, and relevance to educational needs of health professionals. The Board of Editors have consulted sources believed to be reliable in their efforts to provide information that is in accord with the standards accepted at the time of posting. However, in view of the possibility of error by the authors, editors, or publishers of the works contained on or accessible via the eCPD website, eCPD and the other parties involved in the preparation or selection of material contained on or accessible via the eCPD website, **we do not represent or warrant the accuracy, completeness or currency of such material, and are not responsible for any errors or omissions or for the results obtained from the use of such material.** Users are encouraged to confirm the information contained on or accessible via the eCPD website with other sources.

6.3 The information contained on or accessible via the eCPD website does not constitute medical advice.

6.4 Non-healthcare professional users reading information available on or via the eCPD website should review the information carefully with their professional healthcare provider. The information is not intended to replace professional

advice offered by health care professionals. eCPD makes no representations or warranties with respect to any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the eCPD website. eCPD will not be liable for any direct, indirect, consequential or special damages arising there from.

7. Links to external sites

7.1 The eCPD website contains links to sites owned and operated by third parties. These links do not imply eCPD's endorsement of material on any other site, and **eCPD disclaims all liability with regard to your access to or use of material contained on such linked web sites.**

7.2 Your access to and use of material contained on other sites accessible via the eCPD website will be subject to the terms of use imposed by the owners and operators of those sites and applicable law. eCPD does not have any relationship with the owners and operators of those sites, and eCPD is not legally entitled and does not attempt to grant any rights in relation to such 7 other sites. The provision of a link to such other sites should accordingly not be construed as a licence to exercise any rights in relation to such other sites and the content thereof.

8. Warranties and liability

8.1 Although eCPD endeavours to provide accurate, up-to-date and truthful information on the eCPD website, eCPD and its directors, employees and agents do not make any representations or give any warranties of any kind, whether expressly, tacitly or implicitly, as to the operation of the eCPD website, the accuracy or currency or completeness of the content thereof or any aspect of the products and services advertised on or available from the eCPD website.

8.2 eCPD does not represent or warrant that a product or item advertised on the eCPD website will always be available. This is in each instance to be confirmed directly with the advertiser or supplier of the product or service concerned.

8.3 Persons wishing to use the information available from or via the eCPD website do so at their own risk.

8.4 eCPD, its directors, employees and agents will not be liable for any damage of whatever nature (including but not limited to direct, indirect, incidental, punitive and consequential damages) arising or resulting from any person accessing the eCPD website, or being unable to access the eCPD website or using the content thereof for any purpose whatsoever, including cancellation or modification of the rules and regulations of any Professional Registration Body pertaining the system of CPD and/or professional re-registration save to the extent that such liability cannot be excluded by law.

8.5 In no event will our aggregate liability for any claims arising in connection with the provision of the Services or any matter relating thereto exceed the fees actually received from you in respect of such Services, irrespective of the cause of action (whether in contract, statute or delict, including for negligence).

8.6 We will be excused from a failure to perform or delay in the provision of the Services if and to the extent that circumstances outside our reasonable control prevent or delay the provision of the Services.

9. Indemnification

You agree to hold harmless and indemnify eCPD, its directors, the Board of Editors and their agents, and the contributors to the eCPD website, against any liability for any claims and expenses, including reasonable attorney's fees, relating to any violation of these Terms or arising out of any information submitted by you and placed on the eCPD website.

10. Applicable law

The eCPD website is created, maintained and controlled in the Republic of South Africa and as such the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these disclaimers, terms and conditions and any legal matter resulting from the use or inability to use the eCPD website, without giving effect to any principles of conflict of laws.

11. Policy on member privacy

The provisions of eCPD's Member Privacy Statement that is available on the eCPD website apply to the contractual relationship between eCPD and health professional concerned making use of the Services.

12. Password

You shall keep your password secure and hereby warrant that no other person shall use the Services utilizing your password, and you acknowledge further that you are responsible for ensuring that no unauthorised access to the Services is obtained using your password, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

13. Copyright notice

13.1 Copyright © 1999–2015 African Online Scientific Information Systems (Pty) Ltd (Short name AOSIS), Reg. No. 2002/002017/07, trading as eCPD, Postnet Suite 110, Private Bag X19, Durbanville, 7551, Cape Town, South Africa. All rights reserved.

13.2 The content and design of eCPD website is protected under South African and international copyright law. The eCPD website is for your personal non-commercial use. You may not reproduce, adapt, disseminate, distribute, transmit, display, or publish any materials contained on the eCPD website without the prior written permission of eCPD or the appropriate copyright owner.

14. General

14.1 These Terms and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to the Services offered and any products and services acquired through the eCPD website. These Terms shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us.

14.2 Our failure to enforce any provision of these Terms strictly will not be construed as a waiver of any provision or right. In the event that a portion of these Terms is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.

14.3 You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without our prior written consent. You agree to accept service of legal process at the addresses you may provide to us.