

# TERMS OF SERVICE (TOS)

Last Updated: July 21, 2020

## Introduction

Please read these Terms of Service (“**Terms**”) carefully before using the site or Service. The terms “we,” “our” and “us” refer to Experiential Education Ltd and GVI World Ltd for those enrolling for GVI Virtual and Online courses, hereinafter “GVI Online”. The terms “we,” “our” and “us” refer to GVI Bushwise Field Guides Pty Ltd for those enrolling for Bushwise Virtual and Online courses, hereinafter “Bushwise Online. By using the site or Service you confirm your acceptance of these Terms and agree to be bound by them. The following additional terms are also incorporated into these Terms of Service.

- [GVI Privacy Policy](#) for GVI Virtual and Online participants, and [Bushwise Privacy Policy](#) for Bushwise Virtual and Online participants which govern how your personal data is used
- [GVI Terms and Conditions](#) should you choose to apply for a fieldwork program after you’ve completed our online course(s).
- [The Bushwise Terms and Conditions](#) should you choose to apply for Bushwise Practical Training after you’ve completed our online course(s).

The headings in this Agreement are for convenience only and should not affect their interpretation.

“You” and “users” shall mean all visitors to and users of the Service, or people who access the Service. Enrolling for a course makes you a participant in GVI Online and or Bushwise Online. If you are under 18 years of age, you confirm that you have your parent or legal guardian’s consent to use this Service. This Service is not directed to children under the age of 13.

## Changes to these terms

We may choose to revise these Terms at any time, in our sole discretion. We’ll do so by posting an updated version. Visit this page periodically to review the most current Terms because you are bound by them. New Terms become effective when they are posted to the site. You can check when they were last revised by the date at the top of these Terms.

By using this Service you agree to be bound by these Terms each time you access the Service. If you do not agree to any of these Terms, then you must not use the Service or must discontinue use of the Service immediately.

## What the Service is

These Terms of Service govern your use of the GVI Online and or Bushwise Online services and associated Learning Management System (LMS) on Instructure as well as your enrolment in our courses.

The “Service” is defined as the products and services (such as websites located at [www.go.gviworld.com](http://www.go.gviworld.com), [www.bushwise.co.za](http://www.bushwise.co.za) , services and course content located at our custom domains on Instructure.com and any other systems and services we use to provide the Service to you. Course will refer to both any individual course as well as any number of courses available through the

service.

The Service lets you view information about our courses and to enrol in them. Together with our instructors, teaching assistants, career counselors, student success managers, and practitioners (collectively, “Instructors”), we offer curricula in a variety of areas around sustainable development, leadership development, field guiding and conservation.

You may enrol for courses via the Service. By enrolling in a course you agree to these Terms, the relevant Privacy Policy and the rules laid out in the Student Handbook that you receive after enrolling. If you subsequently choose to undertake any fieldwork with GVI you will also be agreeing to the GVI Terms and Conditions. If you subsequently choose to undertake practical training with Bushwise, then you will be agreeing to the Bushwise Terms and Conditions. We cannot promise the availability of any course.

## **Paying for a course**

**PLEASE NOTE THAT GENERALLY ALL PAYMENTS MADE ARE NON-REFUNDABLE.**

You will be quoted in the currency of your home country (e.g. country of current permanent residence) and are not eligible to pay in other currencies unless we do not offer the currency of your home country. We accept payments in GBP, USD, EUR, CAD, AUD, PLN and ZAR. Currency exchange rates are set at our discretion and do not necessarily reflect current market exchange rates.

We accept payments by debit card, credit card or bank (EFT) transfer. In the event you pay by credit/debit card, we will charge any subsequent payments to that same card on the date they are due.

Payment plan and schedule information will be shared with you as part of the enrollment process. Should your payment not be received within 7 days of your payment due date, we reserve the right to cancel your enrolment, without refund. Your payment amounts and due dates will always be communicated to you by email.

No refunds will be offered for any fees paid. Where GVI has to cancel a course, alternative start dates will be offered.

## **Enrolment**

In most cases no additional documentation is required to enrol for a course.

Deadlines for enrolment: You can enrol a minimum of 24 hours before the start date of the course you wish to join.

### **Online Course Requirements**

Technical requirements: In order to complete the online courses you will need a current email account, and access to a computer and the Internet.

Online course requirements: In order to receive your certificate of completion for the course you must meet all the course requirements outlined in the course syllabus. Requirements typically include

completing an assignment, self-assessments, participant evaluations and contributing to the online discussion forums.

Failure to meet course requirements, may result in one or more of the following actions:

- receiving a zero or no credit for an assignment
- having any certificate earned in the course withheld or revoked
- being disenrolled from a course
- termination of your use of the learning management system
- no refunds will be issued in the case of any corrective action for such violations

### Communicating with the student support team

All correspondence with student support will be via email or telephone. All other correspondence in relation to the course content and communications with instructors, facilitators and your peers will take place via the learning platform, Canvas. Where you decide to share any personal information or contact with the student support team, you agree that we are not responsible or liable for any use of that information for purposes other than providing their contracted services. Where you provide personal information or contact details with your peers you also agree that we are neither responsible nor liable for their use of this information.

### Qualifying for fieldwork internships (GVI Online)

Some participants may enroll for GVI Online programs that allow for direct entry into a fieldwork internship. Should you not complete or pass your GVI Online courses you may continue to the internship but will be required to complete a refresher course when you do eventually travel to the field.

### Qualifying for fieldwork internships (Bushwise Online)

Some participants may enroll for Bushwise Online programs that allow for direct entry into a fieldwork internship. Should you not complete or pass your Bushwise Online course you may continue to the internship but will be required to pass the FGASA Apprentice Field Guide theory exam, before you can be assessed practically, and qualify as a FGASA Apprentice Field Guide (NQF2). To qualify for the internship you need the following:

- 18 years or older
- Matriculation certificate, or equivalent
- Driving license, with driving experience of a manual gear shift vehicle
- Fluent in English

## Changes

Changes to your start date are permitted up to 14 days before your online start date subject to the applicable change fee. You can only change your start date once. No changes may be made with fewer than 14 days before your start date.

## Honor Code

The Honor Code supplements the statement of community values and reflects the commitment participants make when enrolling in a course.

By participating in any of our Online courses you agree to:

- Complete all work associated with the course on your own unless collaboration is explicitly permitted.
- Maintain only one account on our Learning Management System and not let anyone else use your login and/or password.
- Not engage in any activity that would dishonestly improve your results, or dishonestly improve or hurt the results of others.
- Not post answers to problems that are being used to assess participant performance.
- Not post any course materials anywhere else (e.g. toolkits or videos from course pages).
- Act as a steward of the Honor Code and encourage others to do so as well.

Failure to comply with the Honor Code may result in immediate expulsion from the course with no certificate and with no refunds.

## **Certificates**

In all cases certificates are only issued to participants who successfully complete their coursework. The Student Handbook provides details on what is expected of you as a participant in our online courses.

## **Posting content to the Service**

The Service also allows you to post on the platform. Posting here is similar to what you do when you add content to and comment on social media like Facebook, Twitter and Message boards like Reddit. We reserve the right to review and remove any posts or User Content if we deem them to breach the Terms of Service or other rules, regulations and laws. We also reserve the right to review and remove any posts and User Content that are deemed to be abusive, disruptive, offensive, illegal or that violate the rights of, or harm the safety of users of the Service or Instructors.

The platform includes a Message board-style feature that lets you engage with other users and Instructors. Keep in mind the content you post may be seen by other users of the Service. You have to use good judgement and caution when posting on the board. Never post personal information that you wouldn't share openly in public - like credit card details, ID, passport or social security numbers. We don't promise that any content you post on the Service will remain confidential (i.e. we make no representation or warranty of that).

You confirm that you are duly authorised to upload any content that you post to the Service. You agree not to upload any content that is obscene, illegal or unlawful, defamatory, libelous, discriminatory, harassing, vulgar, profane, racist, culturally or ethnically offensive or that encourages criminal conduct or potentially gives rise to civil or criminal liability or that violates any applicable law. You expressly acknowledge that you alone are responsible for any content you upload to the Service and for any consequences that may arise from your posted content.

## **Access to the site**

You may not share your login credentials with another person or allow someone else to impersonate or take courses on your behalf. You are fully responsible for any and all activities that occur through the use of your credentials. Where you have any concerns that your credentials may have been compromised or otherwise shared then you are to notify us immediately. You may not impersonate any other person or access the Service using someone else's login credentials.

## **Termination**

We may terminate or suspend your account and or otherwise bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason and without limitation, including but not limited to a breach of the Terms.

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

You are responsible for any claims, fees, penalties, or other forms of liability incurred by us or others caused by or arising out of your breach of these Terms and or your use of the Service.

## **Intellectual property**

The Service and its content (including but not limited to text, graphics, designs, audio and video content) features and functionality are our exclusive property and our licensor's. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. You may not use our content and trademarks, other than to complete your coursework, without our prior written consent. You may not use the trademarks or brands of our education partners without their prior written consent.

## **Acceptable Use**

The permitted use of our content, features and functionality is limited and in general any deviations will require our prior written permission. If you are uncertain whether your use is permitted, contact us immediately before you use it. Prohibited use of our content and of the Service may include, but is not limited to:

- Making copies of course content available via any electronic database, network or internet server for any purpose, whether commercial or non-commercial
- Reverse engineering, disassembling or decompiling the Service or parts of the Service
- Attempting to gain unauthorised access to the Service or user accounts and their associated data
- Framing or linking to the Service without our prior written permission
- Removing any notice of copyright, trademark or other mark from where it is embedded in any course content
- Automated searches, aside from in the normal course of operation of legitimate search engines

## **Third-party content and links**

The Service may include content from and links to third-party websites and apps. You assume all risk through the use of such links or content. We are not liable for anything that happens from your use of content from and or links to third-party websites.

## **Communications**

We may contact you from time to time to share course-related communications or to promote the Service. Notices relating to security, privacy and other core administrative communications are a necessary part of using the Service and you agree to receive these communications.

## **Indemnities**

You agree to defend, indemnify and hold us, our managers, owners, officers, directors, employees, agents, subsidiaries, affiliates, assigns and our licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

## **Availability and reliability of the Service**

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. We make no representations about the accuracy, reliability, completeness or timeliness of any contents of the Service, third-party service provider or the quality or nature of third-party products or services obtained through the Service. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

We may change, suspend, or discontinue the Service or any portion of the Service at any time without notice or liability.

## **Disclaimer**

Your use of the Service is at your own risk. The Service is provided on an "as is" and "as available" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We do not warrant that a) the Service will function uninterrupted, be secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. You are solely responsible for any damage to your computer system, mobile device, data loss, data theft or other damages that result from the download or use of any material from the Service. Should you be required to use material or

software from any third-party supplier or service, you remain solely responsible for any damage to your computer system, mobile device, data loss, data theft or other damages that result from the download or use of any material or software from that third-party supplier or service. You expressly understand and agree to this disclaimer in full.

## **No indulgence**

If we choose not to enforce any part of these Terms, that does not mean that we cannot do so at a later time.

## **Limitation of liability**

In no event shall Bushwise, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to, or use of, or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; (iv) the use or the inability to use the Service; (v) the cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from, or as a result of the Service; (vi) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose; and (vii) any other matter relating to the Service.

To the fullest extent possible by law, the maximum liability of any released party arising out of or in connection with the Service or your use of our content, regardless of the cause of action (whether in contract, tort, breach of warranty, or otherwise) will not exceed £100 or local equivalent as per GVI's exchange rates.

You also agree to defend, indemnify and hold us harmless from and against any claims, demands, actions, suits, including without limitation reasonable professional fees, alleging or resulting from (i) your use of the Service or reliance on any third-party content (ii) your use of or reliance on any Content, or (iii) your breach of these Terms of Service.

## **Dispute resolution**

Please read this section carefully. It affects your rights.

You agree that by using this website you are :

- waiving the right to a court or jury trial
- Waiving the right to participate in a class action
- Agreeing to bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class, representative, or collective proceeding
- Agreeing that any arbitration will take place on an individual basis

These Terms of Service and the relationship between you and us shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions, regardless of where you live. You agree to submit any disputes to the legally binding arbitration service, Dispute Settlement Services Ltd, at your expense. Should we be found to be in the wrong, your reasonable costs of filing the dispute will be reimbursed by order of the arbitration body. Any such arbitration, to the extent necessary shall be conducted either in the United Kingdom or in a mutually agreed location. You agree not to bring any action against us in any other forum.

Any cause of action or claim you may have arising out of or in any way relating to these Terms of Service, your use of the Service or website, or your dealings with the company must be brought for arbitration within one year after the cause of action occurs. Attempted actions brought after the one year period are barred.